

SIXTEENTH ANNUAL REPORT
OF THE
BOARD OF RAILROAD COMMISSIONERS
FOR THE
YEAR ENDING JUNE 30, 1893.

STATE OF IOWA.

PRINTED BY ORDER OF THE GENERAL ASSEMBLY.

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RAILROAD COMMISSIONERS' REPORT.

STATE OF IOWA,
OFFICE OF THE BOARD OF RAILROAD COMMISSIONERS,
Des Moines, December 1, 1893.

TO HON. HORACE BOIES, *Governor of Iowa*:

As required by law we submit the Sixteenth Annual Report of the Board of Railroad Commissioners, which includes information tabulated from the returns made by the several railroad companies doing business in the State from June 30, 1892, to June 30, 1893.

The report gives the capital stock and indebtedness, the general traffic earnings, operating expenses and condition of the railroad companies, and the investigations and decisions made by the Board in cases where complaints were heard and determined, investigations of serious accidents, statements regarding cases decided by the courts during the year and litigation pending in suits instituted by the Board to enforce its decisions and orders, a digest of the decisions of the Supreme Court of Iowa made since the last report, in which the relations of the citizen and the common carrier are involved, a digest of the decisions of the Inter-State Commerce Commission for the past year, a topical index of the decisions of the Railroad Commissioners of Iowa from the organization of the system to the present time, together with matters of interest on the subject of transportation in relation to the public.

The Board organized January 9, 1893, elected John W. Luke, Chairman, and W. W. Ainsworth, Secretary. George W. Perkins qualified to fill the vacancy caused by the expiration of the term of service of Spencer Smith.

The statistics made from the reports of railroads doing business in the State give the capital, indebtedness, earnings and expenditures of the entire lines, and are generally full reports of the systems.

It has been very difficult for the Commissioners to obtain such information from the companies as will disclose the working of the system of railroad transportation in this State, and their report, while it attempts to give detailed statements of the operation of the roads as limited by State lines, is little more than an approximation made from estimates, without any reliable, accurate, or uniform system of arriving at results. However, the Commissioners have given all the information that they could obtain from the data furnished.

The report will first take up the general condition of the railroads as an entirety and follow this, as far as practical, with the information furnished, giving the statistics of state business.

There are thirty-seven roads that report to the Commissioners a mileage of 27,401.91.

The capital stock of the entire roads is reported as

Common	\$ 968,855,713.78
Preferred	156,741,727.43
Total stock	\$ 1,125,597,441.21
Being an increase over previous years of	23,446,142.18
The stock per mile is	18,086.24
Stock representing the roads in Iowa is only partially reported, the balance is estimated	140,251,266.75
Total number of stockholders is	28,225
The total number of stockholders in Iowa is	534
The total stock is	495,507,441.21
The total stock held in Iowa	2,709,262.00

DEBT.

The funded debt outstanding is	\$ 651,882,256.90
The floating debt	17,318,156.80
Total debt	\$ 669,100,407.50
Debt per mile	23,088.18
Total stock and debt	1,744,697,848.71
Stock and debt per mile	41,774.42
Interest accrued during the year	22,644,314.10
Interest paid during the year	22,376,274.25

Last year fifteen millions of current liabilities were reported with indebtedness. This, however, the Board is satisfied does not ordinarily come under the definition of floating debt, and is not reported.

Debt representing the roads in Iowa

This is only partially represented and is estimated from the best information attainable.

Stock and debt in Iowa

The number of miles of road in Iowa is 8,506.92.

Interest paid on debt representing the road in Iowa \$8,185,935.83.

The roads failing to pay interest on their indebtedness are the Chicago, Iowa & Dakota, Mason City & Fort Dodge, Sioux City & Pacific, Tabor & Northern, Burlington & Western, Burlington & Northwestern, the Omaha & St. Louis and the Des Moines Northern & Western. With the exception of the Omaha & St. Louis and the Sioux City & Pacific they are practically Iowa roads.

COST OF ROAD.

Grading	\$ 5,149,315.20
Bridging and masonry	2,945,129.70
Superstructure	9,670,254.26
Land damage and fences	5,096,617.86
Passenger and freight stations, etc.	2,487,497.80
Engine houses, etc.	2,730,815.96
Machine shops and tools	302,460.93
Interest paid during construction	6,296,324.62
Engineering agencies, etc.	974,041.88
Other items	4,304,527.58
Double track	5,145.98
Purchase of constructed road	193,663,871.31
Total for construction	\$ 787,068,312.33
Construction per mile	28,734.06
Construction for Iowa	345,011,709.75
Construction for Iowa per mile	28,451.14

EQUIPMENT.

Locomotives	\$ 1,372,954.29
Passenger, mail, baggage and express cars	545,933.01
Parlor, dining and sleeping cars	37,906.14
Freight and other cars	1,877,083.50
Wrecking cars, pile drivers, etc.	302,722.83
Total for equipment	\$ 4,086,583.50
Equipment per mile	3,302.06
Proportion of cost for equipment in Iowa	24,654,922.87
Equipment per mile in Iowa	2,868.30
Total cost of road and equipment	\$ 1,088,482,531.66
Average cost of road and equipment per mile	39,722.87
Proportionate cost of road and equipment for Iowa	301,171,034.97

Actual present cash value of road and equipment. This question, although propounded by the statute, is answered by but seven roads; the reasons given for refusal will be stated further on.

PROPERTY ACCOUNTS.

Charges and credits by which the capital and debt have been increased during the year.

Grading	\$ 494,130.20
Bridging and masonry	2,164,097.09
Superstructure, including rails	3,186,414.76
Land and fences	5,097,300.50
Passenger and freight stations, etc.	1,977,686.50
Engine houses, car sheds, etc.	37,120.40
Machine shops and tools	38,173.80
Engineering agencies, salaries, etc.	918,669.69
Interest, discounts, etc.	1,746,375.03
Purchase of other roads	1,750,021.50
Double track extensions	5,065,001.19
Other items	8,752,667.36
Total for construction	\$ 22,601,257.17

EQUIPMENT.

Locomotives	\$ 1,185,215.13
Steam plows	16,495.36
Passenger, mail, baggage and express cars	1,417,358.27
Parlor, dining and sleeping cars	66,725.29
Freight and other cars	3,273,126.33
Wrecking cars, pile drivers and tools	116,242.25
Total for equipment during the year	\$ 7,062,142.44
Other expenditures	37,802.01
Total expenditures charged to property accounts	25,440,653.12
Credit to property accounts	8,624.86
Net addition to property accounts for the year	29,684,639.26

EARNINGS.

PASSENGER.

Local	\$ 30,077,419.55
Through	5,971,776.60
Not separated	14,520,184.75
All passengers	\$ 40,569,371.91
Express	3,171,084.21
Extra baggage, etc.	640,513.64
Mail	4,941,309.84
Other sources, passenger department	848,841.52
Total earnings, passenger department	\$ 50,242,021.12

FREIGHT

A large proportion of the roads do not separate local and through freight.

Local.....	48,625,812.44
Through.....	35,004,175.66
Not separated.....	37,737,855.89
Other sources, freight department.....	440,682.71
Total earnings, freight department.....	121,818,526.30
Rents received for use of road.....	806,406.31
Car mileage, credit balances.....	204,934.50
Earnings from other sources.....	5,075,389.48
Telegraph earnings.....	129,751.79
Total earnings from all sources.....	173,908,069.00
Proportion of earnings for Iowa.....	45,003,680.51

OPERATING EXPENSES.

MAINTENANCE OF WAY AND BUILDINGS.

Repairs of road bed and track.....	14,381,118.65
Renewal of rails.....	2,361,126.02
Renewal of ties.....	2,474,873.01
Repairs of bridges, culverts, etc.....	3,513,724.57
Repairs of fences, crossings, etc.....	730,122.82
Repairs of building stations and water tanks.....	1,602,132.80
Other expenses.....	407,814.75
Total.....	25,804,741.42

MAINTENANCE OF MOTIVE POWER AND CARS.

Repairs of locomotives.....	7,338,855.70
Repairs of passenger cars.....	7,065,365.66
Repairs of freight cars.....	8,818,377.34
Repairs of tools and machinery.....	471,100.11
Other expenses.....	440,015.56
Total.....	19,093,774.29

CONDUCTING TRANSPORTATION.

Fuel for locomotives.....	12,612,242.89
Water supply.....	905,714.23
Oil and waste.....	1,190,544.17
Locomotive service.....	11,921,121.91
Passenger train service.....	2,575,636.86
Switchmen, watchmen and flagmen.....	4,634,438.82
Debit balance passenger cars.....	905,483.71
Freight train service.....	7,567,027.32
Train supplies.....	1,628,483.05
Mileage of freight cars, debit balance.....	1,977,058.85
Telegraph expenses.....	2,370,943.16
Damage and loss of freight and baggage.....	684,543.01
Damage to property and cattle.....	451,684.58
Personal injuries.....	1,822,245.43
Agents and station service.....	10,241,440.54
Station supplies.....	1,216,504.43
Sundries.....	1,407,856.95
Total.....	61,735,138.63

GENERAL EXPENSES.

Salaries of officers.....	2,633,790.39
Salaries of clerks.....	1,214,412.55
General office expenses.....	372,544.94
Agencies.....	2,118,910.34
Advertising.....	490,547.25
Commissions.....	446,106.39
Insurance.....	306,261.16
Expense of fast freight lines.....	4,078.89
Expense of traffic associations.....	189,953.54
Expenses of stock yards, etc.....	135,126.27
Rents for tracks, yards and terminals.....	1,698,619.54
Rents not otherwise provided for.....	110,241.81
Legal expenses.....	776,655.06
Stationery and printing.....	777,427.63
Other general expenses.....	707,584.41
Taxes in Iowa.....	1,243,305.78
Taxes in other states.....	4,458,842.25
Total.....	17,785,739.97

RECAPITULATION OF EXPENSES.

Maintenance of way and buildings.....	25,804,741.42
Maintenance of motive power and cars.....	19,093,774.29
Conducting transportation.....	61,744,617.42
General expenses.....	17,774,594.22
Total operating expenses.....	124,500,228.71
Proportion of operating expenses and taxes for Iowa.....	27,855,695.03

GENERAL EXHIBIT.

Total income.....	178,978,381.05
Total expenses, including taxes.....	124,744,549.14
Net income.....	53,233,831.91
Rentals paid.....	2,695,022.93
Interest accrued during the year.....	32,684,344.10
Interest paid during the year.....	30,274,278.23
Interest paid during the year on account of the road in Iowa.....	3,903,030.29
Dividends paid during the year.....	14,830,125.83

CURRENT ASSETS.

Cash.....	9,669,874.12
Bills receivable.....	1,332,128.87
Due from agents.....	5,309,347.50
Traffic balances.....	381,565.44
Due from companies and individuals.....	3,454,149.28
Other cash assets.....	14,109,706.02
Balance current liabilities.....	14,140,412.26
Total.....	48,297,198.28

CURRENT LIABILITIES.

Loans and bills payable.....	15,539,974.06
Audited vouchers.....	7,504,615.53
Wages and salaries.....	4,874,038.68
Net traffic balances due other companies.....	1,357,315.02
Dividends unclaimed for.....	483,572.44
Interest coupons unpaid.....	9,151,648.26
Rents due.....	15,635.59
Miscellaneous.....	2,612,749.25
Balance cash assets.....	6,738,329.45
Total.....	48,297,198.28
Materials and supplies on hand.....	10,857,722.20

*Includes B. C. R. & N. rentals, \$13,000.98.

MILEAGE.

Main line	14,216.43
Main line, double track (1,975.37)	
Leased lines	2,828.89
Branches owned	11,649.74
Total miles operated	27,995.06
Sidings and other tracks not enumerated	4,852.63

MILEAGE IN IOWA.

Main line	5,140.24
Main line, double track (18.19)	
Leased lines	837.73
Branches	2,528.25
Total	8,506.22
Sidings and other tracks not enumerated	1,534.58
Total miles operated, entire line	27,995.06
Total miles operated, under trackage rights	1,177.40
Number of stations on roads operated	4,589
Number of miles operated in Iowa	8,506.22
Number of stations on roads in Iowa	1,562
Number of telegraph stations in Iowa	1,306

EMPLOYES AND SALARIES.

	Number.	Yearly compensation.
General officers	520	\$ 1,761,771.28
General office clerks	3,793	2,535,773.96
Station agents	4,308	2,002,361.99
Other station men	9,776	3,163,144.27
Engine men	5,673	6,007,547.30
Firemen	5,841	4,077,106.14
Conductors	3,828	4,974,106.02
Other trainmen	8,397	5,362,902.94
Machinists	4,777	3,272,840.29
Carpenters	5,451	3,500,179.26
Other shopmen	14,708	8,187,615.75
Section foremen	5,367	2,770,919.43
Other trackmen	23,082	9,584,710.29
Switchmen, flagmen and watchmen	6,415	4,319,560.69
Telegraph operators and dispatchers	3,322	2,195,416.43
All other employees and laborers	11,716	6,763,980.92
Total, including general officers	119,877	\$ 72,782,651.59
Total, excluding general officers	119,356	68,975,369.54

DISTRIBUTION.

General administration	\$ 3,369,772.58
Maintenance of way and structures	16,908,058.74
Maintenance of equipment	12,939,124.69
Conducting transportation	37,390,322.54
Number of employees on all lines	119,877
Number of employees in Iowa	31,127

TOTAL YEARLY COMPENSATION FOR IOWA.

Including general officers	\$ 18,389,373.68
Excluding general officers	16,119,850.07

EMPLOYEES IN IOWA, AND THEIR ANNUAL COMPENSATION, COMPARED.

YEARS.	Number of employees.	Total yearly compensation.	Average yearly compensation.
1892	17,478	\$ 8,230,810.31	\$ 471.24
1893	27,112	13,194,288.07	486.34
1894	26,731	13,950,661.65	522.63
1895	28,999	13,238,027.60	525.61
1896	33,701	13,077,783.80	539.08
1897	39,086	15,146,524.84	520.30
1898	30,764	14,553,248.31	525.29
1899	34,645	14,312,500.27	527.17
1900	27,870	15,218,183.69	546.23
1901	27,286	16,173,410.25	593.51
1902	30,492	17,850,915.30	585.68
1903	31,127	18,389,373.68	590.78

BRIDGES, CULVERTS, CATTLE GUARDS, ETC., IN IOWA.

	Number.	Aggregate length—feet.
Wood truss bridges over 100 ft. in length	193	26,968
Combination trusses over 100 feet in length	78	14,019
Iron and steel trusses over 100 feet in length	192	40,809
Iron and steel trusses less than 100 feet in length	280	14,116
Wood trestle and pile	11,565	946,075
Iron trestles	9	3,707
Arch culverts, over 20 feet opening	59	
Arch culverts, under 20 feet opening	537	
Box culverts, timber	7,138	
Box culverts, stone	1,401	
Cattle guards	13,221	

HIGHWAY CROSSINGS IN IOWA.

At grade	8,661
With gates and flagmen	130
Over track	125
Under track	184
Twenty-one feet above track	97

FENCING.

Number of miles	13,984
Cost per mile	\$ 234.00
Total cost	\$ 3,132,416.00

TRAIN MILEAGE—MILES.

Passenger	46,756,370
Freight	83,234,418
Switching	35,548,127
Construction and repair	5,228,810
Other trains	1,933,448
Total	162,731,173

PASSENGER TRAFFIC.

Total number of passengers carried	52,546,797
Carried one mile	1,889,776,075
Average distance carried, miles	35

The average cost of carrying a passenger as reported by the roads varies from 2 cents to 3.92 cents per mile, and the report of fare received averages about 2.5 cents per mile.

FREIGHT TRAFFIC.

Tons of freight carried—	
Through.....	13,701,910
Local.....	27,600,238
*Not separated.....	37,155,405
Total tons carried.....	68,457,551
Tons carried one mile—	
Through.....	3,506,577,180
Local.....	4,246,709,234
Not separated in reports.....	5,361,071,413
Total tons carried one mile.....	12,414,357,827
Total freight car mileage.....	1,554,967,641

TONNAGE FOR ENTIRE LINES—TONS.

Grain.....	11,011,712
Flour.....	1,608,361
Other mill products.....	719,547
Hay.....	692,281
Tobacco.....	56,765
Cotton.....	32,850
Fruit and vegetables.....	715,572
Grass seed.....	229,507
Broom corn.....	4,210
Butter, eggs and cheese.....	3,326,941
Live stock.....	390,261
Dressed meat.....	314,320
Other packing house products.....	35,919
Poultry, game and fish.....	36,794
Wool.....	117,055
Hides and leather.....	1,500,940
Anthracite coal.....	7,843,017
Bituminous coal.....	422,412
Coke.....	4,438,163
Ores.....	5,109,526
Stone and sand.....	340,828
Salt.....	5,980,688
Lumber.....	627,140
Ties, logs and cord wood.....	363,567
Telegraph and telephone poles.....	657,901
Petroleum and other oils.....	213,678
Sugar.....	222,198
Iron, pig and bloom.....	494,193
Iron and steel rails.....	599,772
Other castings and machinery.....	315,197
Bar and sheet metal.....	1,132,694
Cement and lime.....	651,832
Brick and tile.....	519,454
Agricultural implements.....	265,277
Wagons, carriages, etc.....	687,285
Wines, liquors and beers.....	304,232
Household goods and furniture.....	4,354,100
Merchandise.....	3,227,157
Miscellaneous.....	66,671,975
Total tonnage entire lines.....	32,622,743
Total originating on roads.....	10,568,067
Total received from other roads.....	
Increase of tonnage over that reported in the previous year, 11,687,687 tons, or 31.13 per cent.	

*Many of the roads do not separate through and local.

TONNAGE FOR STATE OF IOWA.

Grain.....	4,828,157
Flour.....	533,044
Other mill products.....	164,578
Hay.....	337,445
Tobacco.....	8,987
Cotton.....	1,276
Fruit and vegetables.....	215,913
Grass seed.....	151,794
Broom corn.....	4,045
Butter, eggs and cheese.....	72,427
Live stock.....	1,341,890
Dressed meats.....	129,808
Other packing house products.....	133,628
Poultry, game and fish.....	12,887
Wool.....	18,541
Hides and leather.....	20,256
Anthracite coal.....	296,296
Bituminous coal.....	3,353,513
Coke.....	60,117
Ores.....	129,614
Stone, sand, etc.....	392,287
Salt.....	70,978
Lumber.....	1,852,511
Ties, logs and cord wood.....	189,170
Telegraph poles, etc.....	1,517
Petroleum and other oils.....	185,147
Sugar.....	76,897
Iron, pig and bloom.....	60,825
Iron and steel rails.....	135,900
Other castings and machinery.....	163,742
Bar and sheet metal.....	55,978
Cement and lime.....	256,167
Brick and tile.....	201,383
Agricultural implements.....	194,198
Wagons, carriages, etc.....	59,473
Wine and beer.....	131,756
Household goods and furniture.....	129,106
Merchandise.....	1,280,035
Miscellaneous.....	682,561
Total tonnage in Iowa.....	17,323,165
Originating on roads.....	8,925,210
Received from other roads.....	4,751,219
Not divided.....	3,646,737
Increase of tonnage in Iowa lines over that reported for previous year, tons.....	3,968,968

The above does not include the tonnage of the Chicago, Burlington & Quincy, Chicago, Burlington & Kansas City, Kansas City, St. Joseph & Council Bluffs, St. Louis, Keokuk & Northwestern, Burlington & Northwestern, and the Winona & Southwestern, as these roads failed to give the information asked for. The same roads, including the Wabash, failed to report in 1892. Deducting the Wabash tonnage for 1893, 175,910 tons, leaves a net increase of Iowa tonnage for 1893 of 3,793,058 tons, or about 29 per cent.

CONSUMPTION OF FUEL BY LOCOMOTIVES.

Tons of bituminous coal.....	3,417,603
Cords of hard wood.....	37,326
Cords of soft wood.....	22,411
Total tons of fuel.....	3,448,024
Miles run.....	50,876,136
Average cost of coal per ton.....	3.00
Average cost of hard wood per cord.....	2.50
Average cost of soft wood per cord.....	2.00

This does not cover all the roads; the following do not report, or if reports are made they cover entire lines instead of the State of Iowa: Ames & College; Chicago, Burlington & Quincy; Chicago, Burlington & Kansas City; Kansas City, St. Joe & Council Bluffs; St. Louis, Keokuk & Northwestern; Wabash, and Des Moines Union.

CONGRESSIONAL LAND GRANTS.

Section 4, chapter 77 of the laws of the Seventeenth General Assembly requires the commissioners to report "the number of acres of land originally granted in aid of the construction of the roads and the number of acres of land remaining unsold."

The land grants have all been practically closed out and the purpose of the law has been realized. In this report the Commissioners have decided to put in the grants made to each road and the disposition of the same, as well as the expense in the management of the lands, the taxes paid and the amount realized beyond charges on the same. In future reports this may not be repeated, and the subject will be treated as if closed.

The Chicago, Milwaukee & St. Paul Railway Company received from congressional grants.....	372,633.97
Has sold at an average price of \$4.96 per acre.....	372,633.97
Amount of money received from sale of lands.....	1,821,927.14
Amount of money due from sale of lands.....	3,244.86
Gross amount received from sales, forfeited contracts.....	1,900,643.11
Amount expended in sales and management of lands.....	154,449.96
Taxes paid on lands.....	25,579.16
Amount realized from sales above expenses and taxes.....	1,660,574.45

The Chicago, Rock Island & Pacific Railroad Company received from congressional grant.....	556,183.51
Has sold at an average price of \$8.44 per acre.....	548,953.46
Amount of money received from sale of lands.....	4,736,726.27
Due from lands sold.....	86,454.42
Gross amount received from sales, forfeited contracts, etc.....	5,800,233.56
Amount expended in sale and management of lands.....	504,585.76
Taxes paid.....	616,096.29
Amount realized from sales above expenses and taxes.....	4,684,341.51

The Chicago, Burlington & Quincy Railroad Company received from congressional grants.....	356,424.00
Has reported as sold at an average price of \$11.79.....	354,561.23
The amount received from sales, principal and interest.....	3,946,421.85
The amount unpaid on outstanding contracts.....	247,650.36
Gross amount received from sales, contracts, forfeited contracts, etc.....	5,899,155.34
The amount expended in the sale and management of land.....	694,125.75
The amount of taxes paid on the lands.....	265,141.47
Amount realized from sales above expenses and taxes.....	4,850,886.12

The Des Moines & Fort Dodge Railroad Company received from congressional grants.....	42,656.00
Has sold at an average price of \$6.00 per acre.....	36,134.00
The amount received from sales.....	20,162.12
The amount unpaid on outstanding contracts.....	71,606.79
The amount expended on sales, forfeited contracts, etc.....	128,226.51
The amount received from sales and management of lands.....	9,566.73
The amount expended in sale and management of lands.....	10,697.77
The amount of taxes paid on lands.....	117,962.01
The amount realized above expenses and taxes.....	
The Iowa Falls & Sioux City Railroad Company received from congressional grant.....	640,296.11
Has sold at an average price of \$6.53 per acre.....	815,868.54
The amount received from sales, outstanding contracts, etc.....	4,603,728.79
The amount unpaid on outstanding contracts.....	14,507.08
The amount from sales, contracts, forfeited contracts, etc.....	4,600,805.83
The amount expended in sale and management of lands.....	327,805.37
The amount of taxes paid on the lands.....	646,138.05
The amount realized from sale of lands above expenses and taxes.....	3,679,902.26
The Sioux City & St. Paul Railroad Company received from congressional grant.....	320,002.64
Number of acres sold.....	132,113.83
Amount received from lands sold.....	728,477.56
Amount received outstanding contracts.....	33,023.99
Amount received, sales and contracts.....	745,148.58
The Cedar Rapids & Missouri River Railroad Company received from congressional grant.....	956,597.40
The amount received from sale of land.....	1,029,556.09
The amount paid in taxes.....	967,885.73
The amount received above the taxes.....	82,733.37
The Dubuque & Sioux City Railroad Company received from congressional grants.....	444,161.96
No report ever made of what was received for them.....	
The Sioux City & Pacific Railroad Company received from congressional grant.....	39,975.63
Received from sale of lands.....	200,000.00

ACRES RECEIVED FROM GRANTS AND AMOUNTS REALIZED.

ROAD.	Acres.	Amount realized from land.
C. M. & St. P.	372,633.97	1,660,574.45
C. R. I. & P.	556,183.51	4,684,341.51
C. B. & Q.	354,561.23	4,850,886.12
D. M. & F. D.	42,656.00	117,962.01
D. R. & S. C.	640,296.11	3,679,902.26
S. C. & S. P.	320,002.64	745,148.58
S. C. & P.	956,597.40	82,733.37
C. I. & M. R.	444,161.96	No report
Dubuque & S. C.	39,975.63	200,000.00
R. I. & P.		
Total.....	3,734,901.50	16,276,697.39

Number of acres received from grants, 3,734,901.50.
Amount received from sale of lands, the Dubuque & Sioux City not included, \$16,276,697.39, or deduct 44,161.96 from the total number of acres. It will leave 3,290,739.54, or \$4.96 per acre.

SIXTEENTH ANNUAL REPORT OF THE

TONNAGE CROSSING THE MISSISSIPPI RIVER FOR THE YEAR ENDING
JUNE 30, 1931.

ROAD.	LOCATION OF BRIDGE.	East bound.	West bound.	Total tons.
C. & N. S. P.	Medford.	1,031,425	975,932	1,907,357
C. & N. S. P.	Coltsville.	284,714	299,579	584,293
D. & N. C.	Duquesne.	1,331,544	663,001	1,994,545
D. & N. C.	Cleves.	1,392,290	906,929	2,299,219
C. & B. & N. P.	Troyport.	1,280	10,631	12,911
P. & O. E. & N. C.	Troyport.	177,978	195,429	373,407
C. & N. S. P.	Bartonsville.	1,197,000	1,326,400	2,523,400
C. & N. S. P.	Bartonsville.	5,814	81,897	87,711
C. & N. S. P.	Bartonsville.	419,361	308,997	728,358
C. & N. S. P.	Keokuk.	16,772	19,490	36,262
T. & P. W.		6,749,913	6,183,351	12,933,264
Total				25,867,144

TONNAGE CROSSING THE MISSOURI RIVER FOR THE YEAR ENDING JUNE 30, 1900

ROAD.	LOCATION OF BRIDGE.	East bound.	West bound.	Total tons.
C. & N. W. P.	Nebraska City	112,995	43,540	156,535
C. H. & Q.	Plattsmouth	1,059,555	621,917	1,681,472
C. H. & Q.	St. Mary City	180,397	148,914	329,311
C. H. & P. & M.	Blair	83,529	81,553	175,082
C. H. & P. & M.	Omaha	647,972	405,469	1,053,441
C. H. & P. & M.	Omaha			
C. H. & M. & P.	Omaha	2,072,097	1,350,675	3,422,772
Total				
* These roads have no report of their tonnage at Omaha for 1902. The same roads reported for 1902 as follows:				
C. & N. W. P.		135,007	327,808	512,795
C. H. & Q.		177,729	112,913	290,642
C. H. & M. & P.				
Adding these figures, gives for the Missouri river tonnage for 1902		2,460,342	1,830,696	4,291,038

ACCIDENTS TO PERSONS IN IOWA

KILLED.		11
Passengers	.....	81
Employees	.....	29
Others	.....	177
Total	.....	287
Derailments	.....	26
Collisions	.....	25
Caught in frogs	.....	22
Coupled cars	.....	19
Falling from trains	.....	13
Getting on and off	.....	31
At highway crossings	.....	10
Miscellaneous	.....	1
Swerving sides	.....	19
Wheels lacerated	.....	31
Transposing on track	.....

INJURED.

Passengers	78
Employers	79
Others	80
Total	81
Derailment	82
Collision	83
Caught in frogs	84
Coupler case	85
Falling from trains	86
Getting on and off trains	87
Highway crossings	88
Miscellaneous cases	89
Obstruction	90
Stealing ride	91
Intoxicated	92
Trespassing on track	93

There were in the state thirty-one persons killed and twenty-eight injured, true passing on track. This is an evil for which there seems to be no remedy. The Massachusetts board suggest that a foot path may be laid out and used beside the tracks, but not on them; that with proper methods of enforcement would relieve much of this danger. We hardly think that any plan can be adopted that will be a success. The average American understands that the railway is a public high way and it is difficult to convince him that he has not the right to use it.

TAXES PAID IN IOWA FOR THE YEARS REPORTED, 1890 TO 1903 INCLUSIVE

[illegible]

The Commission appointed by the last General Assembly to take up the subject of revenue and provide a more equitable method of taxation, discussed the propriety of the State drawing its revenue exclusively from the railroad corporations, and submitted a bill for that purpose although not absolutely recommending it.

GRADE CROSSINGS ON STATION GROUNDS.

During the past year several applications have been made to the Board to establish and open highways at grade over station or depot grounds. As there may be some questions not fully settled with regard to establishing of new highways over railways and railway stations, the Commissioners will not attempt to treat the subject from that point, but will confine themselves to what they think is the policy and what they believe will eventually become the settled practice in the State. Over a large number of stations, perhaps a majority of the smaller stations, the freight and passenger houses are located near the center of the grounds and the towns have grown up on each side with this as a nucleus. In the regular intercourse of business and other interchanges in these communities, there are probably no streets in the towns more occupied than the ones crossing the railway stations; usually the view is obstructed on one side by the station buildings, and on the other by lines of freight cars. The condition is *per se* dangerous and no care can reasonably be exercised that will prevent accidents. While the railway systems are new and the trains few and running at regular times the importance of guarding against this is not so apparent, but the experience of older states and older communities who have suffered from this cause, leads the Board to offer a suggestion that at least some legislative action should now be taken that will prevent the further increase of these crossings, that will require large amounts of money in the future to render safe.

It is of but little consequence when a new town is established whether it be located at one end of the station grounds or in the center. The town may well grow up where it will not interfere with the operations of the railway, and where the element of danger will be practically eliminated, as the reverse. It should be the aim in locating railway stations and the towns around them, to so place them that no crossing will ever be necessary where there is more than one track, or at least where there will be standing room for cars or other obstructions that will prevent approaching trains from being seen. We do not, perhaps, fully appreciate the importance of this, but older communities do, and the sooner some plan is decided upon to correct the evil, the less money it will cost.

The legislature of Massachusetts, at its session in 1888, passed the following joint resolution:

Resolved, That the governor, with the advice and consent of the council, be authorized to appoint three competent and experienced civil engineers who shall investigate and report in print to the next general court, on or before the first of February, 1889, upon the subject of the gradual abolition of the crossing of highways by railroads at grade, with such suggestions and recommendations as to the best methods of accomplishing such abolition as to them shall seem expedient. Such engineers shall include in their report recommendations as to the method of apportioning costs and the payment of damages occasioned when such crossings are abolished. Such engineers shall have power to employ such clerical and other assistance as may be necessary for carrying out the objects of this resolve, and the engineers shall receive such compensation for their services as the governor and council may determine.

The Commissioners reported that there were in the state 3,015 highways crossing the railroads, 2,267 at grade, 470 overhead and 278 underneath; 792 were protected by gates, flagmen, etc., and 1,475 unprotected. In the State of Iowa the total number of highway crossings at grade is 8,051; over, 135; under, 184; with gates and flagmen, 120.

The Massachusetts Commission estimated the cost of abolishing the 2,267 grade crossings in the state at \$40,766,000, suggested that no new grade crossings should be allowed and advised that some method be adopted that would begin with the most important ones, and gradually and in time do away with all grade crossings. Generally they advised that expense be divided between the railway company and the city or town in which the crossing is situated.

The legislature at its session in 1890, in accordance with the recommendations of the committee, passed an act which was entitled, "An Act to Promote the Abolition of Grade Crossings." One of the provisions of the law is that proceedings requiring the change from grade to other crossings may be instituted by the city or town through which a railroad runs or by the railway company. In the first year after the law went into effect, 67 crossings were ordered changed, 30 on the application of the cities or towns and 37 on application of the railway companies. The proportion of the cost imposed upon the companies by the law is 65 per cent, and on the town or city 10 per cent; the balance, 25 per cent, is paid by the State.

It is not expected, and perhaps is not desirable, that any immediate action be taken with regard to grade crossings, at the same time it would be well if some legislation be had at once to prevent any more grade crossings at stations. When our population becomes as dense as that of Massachusetts the necessities for further action will probably become apparent, but we may now, at least, prevent the further increase of an evil that will be difficult and expensive to remedy if allowed to go on. The ordinary interpretation of our statutes gives boards of supervisors and town councils the authority to lay out roads over railway stations whenever they think the public convenience would be served by such action.

The attention of the Commissioners has been called to this subject by cases brought before them, and they have been impressed with the belief that an increased distance of travel in the towns is more than compensated by the safety in crossing one track as compared with several. Why the public so persistently demand these dangerous crossings when land quite as accessible and desirable for building may be had elsewhere is a question they have not solved. It is well to meet these matters early, and had there been a provision in our law prohibiting highway crossings at grade over station grounds, towns might not have been located exactly as they are, but the public interests would have been as well served and there would have been a material decrease in the loss of life. The Chicago, Burlington & Quincy Railroad Company moved their switching yards from Creston east, the town, which was laid out originally for their purposes, having grown around the yards to such an extent, and accidents being of so frequent occurrence, that there seemed no other remedy. This, of course, few railway companies are financially able to do.

The Chicago, Rock Island & Pacific Railway Company laid out at Valley Junction a system of tracks for the purpose of transfer from the main line to the branches and *vice versa*, also for their shops, engine houses, etc. For the express purpose of having the tracks free and clear they succeeded in having the old highway on the tract of land they occupied so changed that it would pass their

system without danger to those passing over. Hardly had the plant been completed and in use before the owner of a tract of land south attempted to force a road over the center of the property. It is possible that the authorities have the power and may force the road over the tracks, or compel either the abandonment of the property for the uses for which it was purchased and for which large sums of money have been expended, and thus prevent the liability of the sacrifice of many lives and the payment of large damages by the railway company, which had selected the location because it was entirely free from grade crossings. Our legislation is certainly defective if it cannot protect the owner of this property from this kind of intrusion.

FARM CROSSINGS.

In the report of the board for the year ending June 30, 1893, the question of farm crossings at grade or underground crossings under certain circumstances was somewhat fully discussed or referred to, and it was said in that report that "either additional legislation which has been heretofore recommended by this board, defining what shall be considered an adequate crossing, or future adjudication by the supreme court upon questions arising upon the present statute, will be necessary before the rights of parties can be said to be settled beyond serious controversy."

During the present year, and since that report was made, quite a large number of cases involving the right to underground farm crossings have been presented to the board for their determination. In one of these, that of Alexander Warnock against the Burlington, Cedar Rapids & Northern Railway Company, the decision of the board was filed on the 11th of October, 1893. In that case the petition presented by the complainant fully set forth the facts upon which he claimed the right to an underground crossing, and the answer of the defendant thereto was as follows:

The Railway for answer to the above named complaint, says, that the plaintiff has now an adequate crossing at the place complained of and that the same is such as other crossings throughout the State of Iowa, and such as contemplated by law; and if this complainant is entitled to an underground private crossing, then every other land owner would be entitled to the same along the entire line of defendant's railway. That if the crossing as now constructed is an inconvenience or trouble to complainant, in law, he is now conclusively presumed to have been fully compensated for such inconvenience and trouble, in the payment of the award in the condemnation proceedings for right of way at the place of controversy.

And defendant further answering says that obedience to any order compelling an underground crossing to suit the convenience of complainant, would greatly tend to weaken its roadbed and the lives of employees and the public would be jeopardized; and that for this reason, the plaintiff's private interests should not be regarded as paramount to human life and public good, and therefore his request is unreasonable, inequitable, and unjust. Wherefore defendant prays that no such order be promulgated as asked by plaintiff.

All of the facts and circumstances of the case were fully presented to the Commissioners and they gave it very careful consideration for they believed it to embody substantially all of the facts which if properly brought before the courts of the state would enable them to finally determine some of the principal questions of law that are still unsettled in this state relating to such crossings under the present statutes.

In view of the importance of the question involved, the Commissioners in their decision set forth quite fully the facts they found to exist, and their conclusions as to the law governing the same after reviewing the decisions of the courts bearing upon those questions heretofore rendered, so far as the Commissioners had knowledge thereof, and they quote from their said decision the following:

"From the evidence submitted to the Commissioners and their personal view of the premises they find the following to be the material facts in the case:

That the complainant, Alexander Warnock, is the owner in fee and in possession of the southeast quarter of section twenty (20), in township seventy-seven (77), north of range twelve (12), west of the 5th P. M. Iowa, in the county of Keokuk; that said premises are all enclosed and under cultivation and the owner raises and sells cattle and horses, milks and makes butter for market from a number of cows, ranging from four at some seasons to fourteen at others, and he uses said premises as a stock and dairy farm; that his entire herd of cattle, including milk cows, will average about twenty (20) head, and his average number of horses about fifteen (15) head; that the defendant, the Burlington, Cedar Rapids & Northern Railway Company, owns and operates a line of railway which crosses said quarter section of land owned by plaintiff east and west near the center of the same; that on this line of railroad on said premises and about twenty rods west of the east line of said quarter section there is a fill or embankment about eleven feet in height or depth; that about forty-five rods west of the east line of said premises there is a grade crossing for the use of plaintiff; that said line of railroad is fenced its entire length through or across said premises, and plaintiff's only means of access to said grade crossing is through gates placed in the line of the fence on each side of the railroad right of way opposite said crossing; that said gates are sixteen (16) feet in length, composed of six boards about six inches in width running lengthwise, with cross pieces of same material, and said gates are hung on a cross piece nailed to two posts set near together and to open the same, the gates are shoved back on this cross piece and then carried around out of the way by the person opening the same; that said gates are heavy and somewhat unwieldy and difficult to handle, but are substantially such as are quite commonly used by farmers in that locality, as well as by said railroad company at farm crossings; that said farm crossing at grade for plaintiff is in good condition in every respect, except as to said gates, and the same is in a good and convenient place for plaintiff; that the defendant is ready and willing to repair or replace said gates by proper and suitable ones, and if that is done plaintiff's present crossing is fully up to the standard of the usual or ordinary farm crossing at grade as ordinarily constructed in this state; that there is no cattle guard upon either side of said crossing; that plaintiff's dwelling house and farm buildings are situated near the center of the southeast forty acres of said quarter section in question and his permanent supply of water for stock, consisting of a well and two artificial ponds, also grove used for shade and shelter to stock, with yards and other improvements for the convenient prosecution of his business, are all located or situated near to said dwelling house, on the same forty acres, and all on the south part of said premises as divided by said line of railroad; that there is a highway on the east and also on the south line of said quarter section, and to reach the highway as the plaintiff usually travels from his dwelling he goes south about thirty rods, to the east and west highway on the south line of said quarter section; that the distance from the plaintiff's dwelling house to the farm crossing he now has over the railroad is about fifty-five rods, and from said crossing to plaintiff's watering place for his stock is about forty rods; that to rotate his crops and properly carry on his farming operations it is necessary for plaintiff to have during some seasons pasture for his stock on the north side of said railroad, and during the present season and for several prior thereto plaintiff's pasture for stock has been on that side of said railroad; that during a

large part of the season all the water for plaintiff's stock was obtained by driving the same across said railroad from the north to the south side thereof over said grade crossing; that from the evidence it does not appear reasonably certain that at a reasonable expense a permanent supply of water for stock by wells or ponds can be obtained on plaintiff's land on the north side of said railroad; that the defendant obtained its right of way across plaintiff's premises by deed from him dated November 5, 1879, for the consideration of one hundred and twelve and $\frac{1}{100}$ dollars, said right of way being one hundred feet wide across said premises, and as said deed expresses it, "for the purpose of constructing a railway thereon and for all uses and purposes connected with the use of said railway * * * and to have, hold and enjoy the land described forever for any and all uses and purposes in any way connected with the construction, operation, preservation, occupation and improvement of the said railway;" that the railroad in question was built across the premises of plaintiff in the latter part of the year 1879 and since that time said right of way has been in the possession of defendant and said railroad has been operated by it and the plaintiff has had during that time only the ordinary farm crossing at grade hereinbefore mentioned; that during the hot and dry season plaintiff is put to much extra labor and expense in driving his milk cows and other stock back and forth across said railway track which could be avoided by a crossing for such stock under said railway; that east of the present grade crossing and at the embankment or fill about twenty rods west of the east line of plaintiff's premises hereinbefore mentioned, there is a proper, reasonable and convenient place to put in an under crossing of sufficient width and height for stock to pass through; that such under crossing should be not less than four feet in width and six feet high; that the cost or expense of putting in an under crossing of that size built in a good and substantial manner of iron and stone and covered with the latter material so as to make the same as permanent as practicable is about the sum of five hundred and seventy-five dollars, and if built of wood about two hundred and fifty dollars, as appears from the evidence submitted on the part of the defendant; that the plaintiff has heretofore requested the defendant to put in a suitable under crossing at the place hereinbefore specified, which the defendant has refused to do.

Under such a state of facts the question arises as to what are the rights of the parties and the duty of the Commissioners in the premises.

In an act granting to railroad companies the right of way, passed by the Fourth General Assembly of this State and taking effect February 9, 1853, there is a provision which reads as follows:

When any person owns land on both sides of any railroad, the corporation owning such railroad shall, when required so to do, make and keep in good repair one causeway or other adequate means of crossing the same.

This seems to have remained upon the statute books in that form until the adoption of the Code of 1873, when the language was changed by inserting the words "one cattle guard" and also by giving the owner the right to designate the place for the crossing, if reasonable, so that the provision was made to read as follows:

SECTION 1258. When any person owns land on both sides of any railway, the corporation owning the same, shall when requested so to do, make and keep in good repair one cattle guard and one causeway, or other adequate means of crossing the same at such reasonable place as may be designated by the owner.

This provision of the Code was in force when the defendant in this proceeding

obtained its right of way and built its railroad across plaintiff's premises, and is still the law of the state.

It is claimed on the part of the railway company that it has fully complied with that provision of the law by furnishing the plaintiff with his present grade crossing. That it is the ownership of land on both sides of the railroad that determines the right to the crossing and the nature of it, and not the business or occupation of the owner or the purpose for which he desires the same. That what is considered adequate for one must be so for all land owners, or at least that as grade crossings are the rule in this state, the circumstances surrounding plaintiff do not entitle him under the law to any other.

In support of this claim the case of *Omaha & B. V. R. Co. vs. Severin*, in the Supreme Court of Nebraska, reported in 46 N. W. Reporter, page 842, is cited and relied upon. It appears from the opinion in that case that the statute of Nebraska in relation to such farm crossing is identical with that of our state, prior to the adoption of the Code of 1873, that is, nothing is said about any cattle guard in the Nebraska statute. In the opinion of the majority of the Nebraska court the following language is used:

Neither cattle nor animals are mentioned in the statute and, as we have seen, neither the ownership nor possession of cattle adds to the right of an owner of lands in adequate means of crossing; the conclusion is, therefore, not only logical but irresistible that a means of crossing that is adequate for one owner of land on both sides of a railroad is, in contemplation of the statute, adequate for all such owners. If not, then such adequacy depends upon the character of the railroad track and right of way between the lands of such owners, whether level, cut or fill, not upon the use of the land on either side of the railroad, nor upon the possession of cattle by such owner.

The Nebraska court held that the provisions of the statute in regard to crossings and those in relation to the fencing of the railroad right of way must be construed together as relating to the same matter, and the Nebraska statute in relation to fencing differs somewhat from the Iowa statute; upon that question and in referring to the Iowa Code and decisions of the Iowa Supreme Court the Nebraska court says:

The cases cited, as well as others of the Supreme Court of Iowa decided under the above law, hold that it is the duty of railroad companies under the circumstances contemplated by the language of the section to put in cattle guards when requested by the owner of land on both sides of the railroad. I do not doubt the correctness of such holdings, but the statute under which they were made is so radically different from our own that they cannot be followed here.

And the majority of the Nebraska court held that under the statute of that state, no open crossing can be required of the railroad company by any land owner as such under any circumstances.

Maxwell, J., however, dissents and claims that the question of what is an adequate crossing is one of fact, considering all the circumstances of each case and he uses the following language in his dissenting opinion:

"From the necessity of the case the property of private individuals must sustain injury by the running of such roads. This, however, is borne by the land owners because of the public necessity for railways. In many cases it is unavoidable in constructing the roads to cut off access from the highway to the residence of the land owner. The law, therefore, has provided a safeguard in the land owner's favor, and reduces his inconvenience and damage to his property to the minimum by requiring the company to furnish adequate means of crossing the railway and access to the public road; and when gates or bars could not furnish the adequate convenience, then the company must leave an open way so that the owner of the land may pass and repass without the delay and danger incident to taking down and putting up bars, or opening and shutting gates. * * * His rights should be considered as well as those of the railroad company. No person would desire to purchase a farm on which to reside where it was necessary to open and shut two gates and cross a railroad track in order

to reach the dwelling house, and such a farm would be practically unuseable at the price of land adjoining not intersected by a railway. Compared to the loss of the land owner, the expense of the company in maintaining an open way for his convenience is but a trifle and it is but reasonable to suppose that such crossing was within the contemplation of the parties when the right of way was acquired.

Chapter 30 of the acts of the Twenty-second General Assembly of Iowa, requiring railroad companies to fence their tracks, has the following provision in section 3, or the last section of said act:

Nothing herein contained shall relieve said railroad corporations from pecuniary liability arising from the killing or maiming of live stock on said track or right of way by said corporation that may occur through the negligence of said corporation or its employees, and provided further, that nothing in this act shall be construed so as to interfere with the right to open or private crossings as now maintained, or with the right of persons to such crossings—

Which would seem to be a recognition by the law making power of the right, in some cases at least, to an open farm crossing.

In the case of *Gray vs. The Burlington & M. R. Co.*, 87 Iowa, 120, our own Supreme Court, in passing upon the clause of our statute as it was when first adopted, uses the following language:

These crossings are in fact of the kind recognized in section 1329 (revision), that is, they are to be crossings, which the statute regards as adequate crossings, or other adequate crossings. A case-way * * * as applied to a railroad must mean a way raised above the road, a way so raised and properly constructed the law recognizes as adequate. But the law now defines what constitutes the other adequate crossings which the statute authorizes, nor has it been determined, so far as we can discover, by judicial construction. * * * Then, as an adequate crossing is to be constructed, and such crossing is not defined as matter of law, it must be determined as a question of fact, and as railroads cut through farms in every conceivable manner, the adequacy of the crossing must largely depend upon the circumstances of the case.

In speaking of the facts in that case the court further say:

The railroad has thus, as the evidence shows, interposed itself between plaintiff and the highway, leaving him egress only through two ill-constructed and heavy gates. * * * We have no hesitancy in holding that the means of crossing provided in this case are not, under the circumstances, adequate.

The case just quoted from was approved in *Boggs vs. C. B. & Q. R. Co.*, 54 Iowa, 435, in which latter case substantially the same defense was set up as in the one now under consideration. In that case, after citing the statutes then in force, namely, Code, section 1268, the court say:

The defendant is a corporation upon which is conferred certain powers and privileges. Because of the station of the corporation as the possessor of power and privileges, certain duties are by law imposed. One of these duties is that the defendant shall, when any person owns lands on both sides of its track, upon request make one cattle guard and one case-way, or other adequate means of crossing the same at such reasonable place as the owner may designate.

And the court decided in that case that the plaintiff was entitled to an open crossing.

The case of *Curtis vs. The C. M. & St. P. Ry. Co.*, 63 Iowa 418, was one where the plaintiff claims an open crossing so as to be saved the inconvenience of opening and shutting gates when driving his cattle from one part of the pasture to the other. In that case the Supreme Court says:

We come then to the question as to whether the crossing at the place where made, not being an open one, was adequate. We do not feel called upon to determine whether under any circumstances a farmer, whose pasture is crossed by a railroad track, is entitled to an open crossing, for the mere accommodation of his stock. The defendant contends strenuously that he is not. There would certainly be a grave objection to a crossing in a pasture that would allow cattle to enter upon the track and stop there. It would unquestionably be a source of danger. But without going to the extent

which the defendant contends that we should, we have, to say that we do not think that it means as a matter of course that a farmer is entitled to such crossing for cattle regardless of all other factors of crossing. The burden was upon the plaintiff to show at least that he had no other adequate means.

The court then says that all the evidence is not before them and that there is no finding as to what other means plaintiff had and then say:

We might rest the case here but we think best to say that the evidence set out shows that there was a good enough crossing near by under a railroad bridge except that in wet seasons it sometimes became impassable. * * * There was a highway boundary of the pastures. He has not allowed us to say that we are in possession of all the facts, and yet with the burden of proof upon himself he asks us to hold that the crossing complained of is inadequate. He asks it for the reason it is not an open one. We do not think we would be justified in so holding.

In the case of the *State vs. Mason City & Ft. Dodge Railroad Company*, decided May 23, 1892, and reported in 53 N.W. Rep. 492, the court, after referring to the petition admitted by the demurrer in that case, say as to the facts:

It appears from these statements that the land of Mr. Cutler is by the railroad track cut diagonally, and is nearly equal parts; that it is an enclosure used as a pasture in which is kept a large amount of stock; that it is necessary to drive said stock over and across the said defendant's road as often as twice a day and that the defendant refused and still refuses to build or furnish an adequate crossing for him so that he can safely transfer his said stock from one side of the defendant's said railroad track to the other in said pasture.

In that case the Commissioners made an order for an under crossing, and it was contended by the defendant in the Supreme Court that the Commissioners had no jurisdiction in the matter and no authority to make any such order because the same affects only a private and not a public right.

The Supreme Court, after citing Section 1,285 of the Code, relating to crossings, says:

It now becomes a question whether or not the "adequate means of crossing" railway tracks, within the meaning of the section, pertains to private or individual rights to the exclusion of a public right or obligation in regard to them. In judicial proceedings there has been considerable comment in regard to the public character of such corporations and their amenability to legislative control because of that character. The construction of railway lines of necessity requires that the estates of others shall in a sense become subservient to them. The public demand for them, because of their public utility, has induced legislation by which land owners must for a compensation, if not agreed upon to be settled under the form of law, yield a right of way over their lands for railway lines. This exercise of eminent domain is in their favor, because of their "public character, relations and uses." Such rights are not granted in aid of mere private purposes. These facts are highly important in determining to what extent rights and obligations growing out of the exercise of corporate functions, as a result of such legislation, are public or private. In so far as the law given to the corporation rights and privileges, as against the land owner, for the construction and maintenance of railway lines the rights and privileges are of a public nature and enforceable against the land owner, because of that nature. The legislative authority thus exercised in favor of the corporation, can only be justified by the same authority granting adequate protection to the land owner, by prescribing the manner of the exercise of such functions by the corporation, and in a way on the one hand to preserve to the public and to the corporation the full benefits designed by the franchise, and on the other to preserve to the land owner, to the fullest extent consistent with the franchise, the enjoyment of his property rights. The section of the statute quoted is a part of the law under which the defendant company accepted the franchise and constructed its railway, and by the admitted facts of the case it has failed to provide an adequate crossing on the land of Mr. Cutler. Its obligation to provide such a crossing arises out of its acceptance of corporate rights under the general laws of the State. The relation of the land owner to the corporation is involuntary, the result of a public necessity. Its rights, as against the corporation, to an adequate crossing are not in the usual sense contractual. The obligation of the corporation to make such crossing is, primarily, to the public, resulting from the acceptance of its franchise. It may incur, under legal rules, to the benefit of the land owner, but not in such a sense that the public is divested of a right or interest therein. If such right or interest is so mere than to enforce a compliance with the terms and conditions of the grant to the corporation, and that in respect to individual rights arising out of the transactions of the public with the corporation it is still a right that the law, equitably administered, will recognize. If the public, in

furtherance of its general interests, says to A, a land owner, you must yield a right of way over your land to a corporation for railway purposes, but a condition of this requirement is, that adequate means of crossing such railway shall be preserved to you, is it not in harmony with equity and good government that the public, while compelling A to observe the terms of the grant in favor of the corporation, should preserve and exercise a right to compel the corporation to observe the particular conditions of its acceptance from the public, whereby the individual rights of A, pertaining expressly to the grant, may be preserved? Let us view the situation in the light of the facts in this case. The defendant company has accepted its franchise and constructed its road across the land of Mr. Cutler. The use of the land, as a pasture, requires that a large amount of stock shall cross the road twice a day. Mr. Cutler is entitled to an adequate crossing which the company, by its demerit, admits that it has not given him. We are of the opinion that the public has such a right or interest arising out of the grant of the franchise, that it may, if indeed it should not compel the corporation to observe its undertaking.

The contention, in behalf of the public interest, in the crossing, is somewhat aided by the fact that the crossing for the passage of stock over the track affects the public safety in the operation of trains. In many instances the added security of an under-grade over a grade crossing might be the controlling consideration in ordering a change.

And further along in the case the court say:

Our conclusions then are that the railroad commissioners in cases where a person owns land on both sides of a railroad, have authority to make inquiry and orders as to an adequate means of crossing the same and that a violation of the law by the corporation in respect thereto involves a public right.

But the court in that case say in the concluding part of the opinion:

The justness or reasonableness of the order making a change from a grade to an undergrade crossing is not presented to us by the record:

and consequently while the order of the Commissioners is sustained by the court in that case, it can not be claimed to be conclusive in such a one as now under consideration, which is contested in such a way as to develop the merits on both sides of the controversy.

Since that case was decided quite a number of cases have been brought before the Commissioners involving similar questions. They have heretofore in their reports made to the Governor of the State called the attention of the law making power to the uncertainty as to the rights of parties interested in such crossings and have urged that the same be more clearly defined, but no measure has as yet been adopted to that end. The questions involved are important, not only to the owners of land divided by railroads, but to the railroad companies and the people of the State generally.

The Commissioners might not as readily have reached the conclusions they have in this case, if there was no question as to the effectiveness of an appeal in this proceeding by either side of the controversy to the courts from an adverse decision by the Commissioners.

In the case of the *State vs. Des Moines & Ft. Dodge R. Company*, decided January 30, 1892, in speaking of the enforcement by the courts of orders made by the Commissioners, the Supreme Court of the State uses the following language:

The statute clearly contemplates that only such orders as are reasonable and just shall be enforced. It does not contemplate that in all cases the reasonableness and justness of such orders should be found by judicial determination of the courts, but only such as are violated, and then at the instance of the Commissioners. Thus, if the Commissioners refused to make an order, or when an order is made by them and obeyed by the company, its reasonableness or justness cannot be made a matter of investigation by the courts. It thus quite conclusively appears that in so far as the public are concerned, and judgment of the Commissioners is conclusive as to orders and regulations.

It seems to the commissioners from the evidence in this case that the complainant, Mr. Warnock, during a considerable portion of the year suffers as much, if not greater inconvenience and damage, by reason of having to open the gates at

the crossing he now has and in being compelled to drive his milk cows and other stock back and forth over said crossing to water and shelter, than would many persons residing upon a farm in which a railroad had to be crossed to reach the dwelling house, and that the circumstances of this case bring it within the principles laid down by the Supreme Court in the cases of *Gray vs. Burlington & Missouri River Railway Company* and *Boggs vs. Chicago, Burlington & Quincy Railroad Company*, and the Cutler case heretofore referred to, and the commissioners find, as a matter of fact, that the said complainant has not an adequate means of crossing defendant's railroad, as claimed by him in his petition herein. That his means of crossing said railroad would be adequate, if in addition to his present grade crossing, a passage for stock four feet wide by six feet high was made under said railroad at the embankment or fill heretofore mentioned, east of said grade crossing.

In the judgment of the commissioners, therefore, the respondent, the Burlington, Cedar Rapids & Northern Railway Company, in refusing to put in, or construct for the complainant, said under crossing or passage way for stock as requested by him, have failed to comply with the law in relation to such crossings, and it is hereby ordered by the said Board of Railroad Commissioners that within sixty days after being served with a copy of this order that the said defendant, the Burlington, Cedar Rapids & Northern Railway Company construct, put in, and thereafter maintain for the complainant, the said under grade crossing or passage way for stock at the place and of the size or dimensions heretofore specified.

From the foregoing it can readily be seen that if the highest court of the State takes the same view of the law as the Commissioners have the question of the expense involved to the railroads in putting in such crossings will be quite a serious one. The question also as to whether under all the circumstances now existing such expense should in all cases be borne entirely by the railroads, or be shared by the land owner demanding such crossings, is one deserving of consideration by the law making power of the State. This case in question has been thus fully set forth in order that the legislature, now soon to convene, if in its judgment the Commissioners' view of the law should not obtain, or be considered to be to the best interests of the general public, the proper remedy can be very soon applied.

JOINT RATES.

In a case brought by the Burlington, Cedar Rapids & Northern Railway Company in the District Court of Johnson County to restrain the Railroad Commissioners from enforcing a certain order made by them establishing joint rates of charges for the transportation of freight and cars over its road and that of connecting lines and to enjoin and restrain the Commissioners from enforcing any other order compelling the company to enter into joint through rates of freight charges with other companies, Judge Fairall granted an injunction.

In an appeal the Supreme Court dissolved the injunction. A rehearing of the case was had before the Supreme Court. The law as enacted by the Twenty-third and amended by the Twenty-fourth General Assembly, is here inserted, also the opinion of the court on the rehearing, which while sustaining the former ruling, does so on technical grounds, which do not really decide the important issues of the case.

It is possible that an original case involving the underlying principles of the joint rate statute if presented to the court as now constituted (the personnel of the

court having changed since the first decision), the position previously taken by the Supreme Court may not be sustained.

The law with the opinion of the court are here quoted:

Twenty-third General Assembly, chapter 17, section 1. That chapter twenty-eight of the acts of the Twenty-second General Assembly be and the same is hereby amended as follows: That said chapter twenty-eight of the acts of the Twenty-second General Assembly shall not be construed to prohibit the making of rates by two or more railroad companies for the transportation of property over two or more of their respective lines of railroad within this State, and a less charge by each of said railroad companies for its portion of such joint shipment than it charges for a shipment for the same distance wholly over its own line within the State, shall not be considered a violation of said chapter twenty-eight of the acts of the Twenty-second General Assembly, and shall not render such railroad company liable in any of the penalties of said act, but the provisions of this section shall not be construed to permit railroad companies, establishing joint rates, to make by such joint rates any unjust discrimination between the different shipping points or stations upon their respective lines between which joint rates are established, and any such unjust discrimination shall be punished in the manner and by the penalties provided by chapter twenty-eight of the acts of the Twenty-second General Assembly.

Sec. 2. All railway companies doing business in this State shall, upon the demand of any person or persons interested, establish reasonable joint through rates for the transportation of freight between points upon their respective lines within this state, and shall receive and transport freight and cars over such route or routes as the shipper shall direct. Car load lots shall be transferred without unloading from the cars in which shipments were first made, unless such unloading in other cars shall be done without charge therefor to the shipper or receiver of such car load lots, and such transfer be made without unreasonable delay and less than car load lots shall be transferred into the connecting railway's cars at cost, which shall be included in and made a part of the joint rate adopted by the such railway companies or established as provided by this act. When shipments of freight to be transported between different points within this State are required to be carried by two or more railway companies operating connecting lines, such railway companies shall transport the same at reasonable through rates and shall at all times give the same facilities and accommodations to local or State traffic as they give to interstate traffic over their lines of road.

Sec. 3. In the event that said railway companies fail to establish through joint rates or fail to establish and charge reasonable rates for such through shipments, it shall be the duty of the board of railroad commissioners, and they are hereby directed, upon the application of any person or persons interested, to establish joint rates for the shipment of freight and cars over two or more connecting lines of railroad in this State, and in the making of such rates and in changing or revising the same, they shall be governed as near as may be, by all the provisions of chapter twenty-eight of the acts of the Twenty-second General Assembly, and shall take into consideration the average of rates charged by said railway companies for shipments within this State for like distances over their respective lines, and rates charged by the railway companies operating such connecting lines for joint interstate shipments for like distances. The rates established by the board of railroad commissioners shall go into effect within ten days after the same are promulgated by said board, and from and after that time the schedule of rates shall be prima facie evidence in all of the courts of this State that the (*) joint transportation of freight and cars upon the railroads for which such schedules have been fixed.

Sec. 4. Before the promulgation of such rates as provided in section three of this act, the board of railroad commissioners shall notify the railroad companies interested in the schedule of joint rates fixed by them; and they shall give said railroad companies a reasonable time thereafter to agree upon a division of the charges provided for in such schedule, and, in the event of the failure of said railroad companies to agree upon a division and to notify the board of such agreement, the board of railroad commissioners shall, after a hearing of the companies interested, decide the same, taking into consideration the value of terminal facilities and all the circumstances of the haul, and the division so determined by the board, shall in all controversies or suits between the railroad companies interested, be prima facie evidence of a just and reasonable division of such charges.

(*) An Act to amend Chapter No. 17 of the Acts of the Twenty-third General Assembly (Joint Rates on Railways).

Section 1. That chapter seventeen of the acts of the Twenty-third General Assembly be amended by inserting between the words "let" and "joint" in the twelfth line of section No. 1st said act the following words, to-wit: "Rates therein fixed are reasonable and just maximum rates for the."

Sec. 2. This act being deemed of immediate importance shall take effect and be in force from and after its publication in the Iowa State Register and Des Moines Leader, newspapers published at Des Moines, Iowa.

Sec. 3. Every unjust and unreasonable charge for the transportation of freight and cars over two or more railroads in this State is hereby prohibited and declared to be unlawful, and each and every one of the companies making such unreasonable and unlawful charges, or otherwise violating the provisions of this act, shall be punished as provided in chapter twenty-eight of the acts of the Twenty-second General Assembly for the making of unreasonable charges for the transportation of freight and cars over a single line of railroad by a single company.

IN THE SUPREME COURT OF IOWA.

MAY TERM, 1892.

THE BURLINGTON, CEDAR RAPIDS & NORTHERN RAILWAY COMPANY,
Appellant,

vs.

PETER A. DEY, SPENCER SMITH AND F. T. CAMPBELL,
Railroad Commissioners of Iowa, Appellees.

APPEAL FROM JOHNSON COUNTY DISTRICT COURT. HON. S. H. FAIRALL, JUDGE.

Action in equity to restrain and enjoin the defendants as Railroad Commissioners of this State from enforcing a certain order made by them, establishing joint rates of charges for the transportation of freight and cars over the road of plaintiff and connecting lines of road; also to enjoin and restrain said Commissioners from enforcing any other order compelling plaintiff to enter into joint through rates of freight charges with other railroad companies.

JOHN Y. STONE, Attorney General,
For Appellee.
S. K. TRACY AND A. E. SWISHER,
For Appellant.

KINKE, J.

1. This is the second appeal in this case. The former appeal was from a ruling of the district court refusing to dissolve an injunction, and is reported in 82 Iowa, 312, 48 N. W. Rep., 98. The decision of the court below was reversed, and the cause remanded. Defendants filed a demurrer to the petition as amended after reversal, and the court entered judgment sustaining said demurrer, from which ruling plaintiff appeals. As the demurrer challenges the sufficiency of the petition to constitute a cause of action, it becomes necessary to state the substance of the pleading thus assailed. Plaintiff, after averring its corporate capacity, states that defendants are the Board of Railroad Commissioners of this State; that by Chapter 28, acts of the Twenty-second General Assembly, said Board is given authority to fix, establish and publish reasonable maximum rates of charges for the transportation of freight upon railroads within this State; that a schedule of rates has been adopted by said Board for petitioner, which was accepted and adopted by it as reasonable and just; that said Chapter 28 of the acts of the Twenty-second General Assembly provides that all railway companies doing business in this State upon the demand by any persons, shall establish joint rates for the transportation of freight between points on their respective lines, and shall receive and transport freight and cars over such routes as the shipper shall direct; also that when the rates for transportation charges are fixed by the Board of Railroad Commissioners, such rates shall in all suits brought against any railroad company wherein is in any way involved the charges of such railroad for the transportation of

freight, be deemed and taken in all courts of this State as *prima facie* evidence that the rate thus fixed is a reasonable and just charge for the transportation of freight and cars upon such roads, and any greater rate charged shall be deemed extortion. Said chapter further provides, that for violating the charges or rates thus fixed, the penalty is to forfeit and pay to the State of Iowa not less than \$1,000 nor more than \$5,000 for the first offense, and not less than \$5,000 nor more than \$10,000 for any subsequent offense, to be recovered in a civil action by ordinary proceedings in the name of the State. That demands have been made upon petitioner, under the law, that it shall make joint rates with other railroads, as in the act contemplated, and petitioner refuses to do so. That under the act of the legislature known as the "Joint Rate Act," it becomes the duty of the Commissioners upon such refusal, and upon the application of any person, to establish joint rates between defendant and connecting roads.

That said board has been so requested to establish joint rates between petitioner and other railroads and is about so to do and to promulgate the same, and said rates will be established and promulgated unless restrained by order of this court, thereby subjecting petitioner to the penalties heretofore referred to, in the event of non-compliance with the joint rates so established and promulgated. That the joint rate bill, a copy of which is attached hereto, is unconstitutional and void, said Commissioners having no authority or right to fix a joint rate or to promulgate the same. That said act deprives petitioner of rights guaranteed to it by section 9 of article 1, of the constitution of Iowa, in that it deprives petitioner of its property, and the right to contract, and deprives it of its liberty, without due process of law, and prevents it acquiring, possessing, controlling and protecting its property as guaranteed by section 1 of the constitution of Iowa, and by like provisions of the constitution of the United States.

If defendants are permitted to establish and promulgate such joint rates, although the same will be void, yet thereunder petitioner will be subjected to a multiplicity of suits to recover the penalties referred to, and will be otherwise harassed by vexatious litigation. That petitioner is without remedy at law and prays that a temporary writ of injunction issue restraining defendants and each of them as such board, from establishing and promulgating joint rates with it in connection with other railroads, for the shipment of freight and cars over such different railroads, and that on final hearing the injunction may be made perpetual.

July 7, 1890, petitioner amended its bill averring that the joint rate act was unconstitutional and void because it denied the right of trial by jury, and denied due process of law in the protection and preservation of its property as guaranteed by section 9 of article 1 of the constitution of Iowa; that its property or the use thereof is taken without its consent and without just compensation, for private and public purposes, that its right of appeal is so tampered with as to make it ineffectual; that in the enforcement of any order promulgated by said Commissioners, all distinction between law and equitable actions is abolished by said acts in violation of section 6 of article 5 of the constitution of Iowa.

That said acts are in violation of section 8 of article 1 of the constitution of the United States, in that they are a regulation of commerce among the several States. That said acts violate section 17 of article 1 of the constitution of Iowa, by imposing excessive fines and unusual punishment.

That said acts are void because they fail to describe or define the offenses for which the penalties are imposed, and impose penalties by way of attorneys fees.

That said acts are in violation of the 14th amendment to the constitution of the United States, in that they abridge the privileges or immunities of petitioner as a citizen; and deny it the equal protection of the laws, deprive it of its property and the use thereof without just compensation or due process of law; that by said acts petitioner is denied the liberty of contracting with reference to its business, is compelled to enter into involuntary, unreasonable and unprofitable contracts with other railroad companies at the instance of third persons, compelling the operation of the road at a loss; that no notice is given petitioner of the time and place when and where said joint rates will be fixed, or to show the unreasonableness of the same; that the rates so fixed are final and absolute.

The following exhibit was attached to and made a part of the petition:

EXHIBIT A.

An Act to amend Chapter 28 of the acts of the Twenty-second General Assembly, giving authority for the making of rates for the transportation of freight and cars over two or more lines of rail road within this State, and enlarging the powers and further defining the duties of the board of railroad commissioners.

Be it enacted by the General Assembly of the State of Iowa:

SECTION 1. That chapter 28 of the acts of the Twenty-second General Assembly be and the same hereby be amended as follows: That said chapter 28 of the acts of the Twenty-second General Assembly shall not be construed to prohibit the making of rates by two or more railroad companies for the transportation of property over two or more of their respective lines of railroad within this State, and a less charge by each of said railroad companies for its portion of such joint shipment than it charges for a shipment for the same distance wholly over its own line within the State, shall not be considered a violation of said chapter 28 of the acts of the Twenty-second General Assembly, and shall not render such railroad company liable to any of the penalties of said act, but the provisions of this section shall not be construed to permit railway companies, establishing joint rates, to make by such joint rates any unjust discrimination between the different shipping points or stations upon their respective lines between which joint rates are established, and any such unjust discrimination shall be punished in the manner and by the penalties provided by chapter 28 of the acts of the Twenty-second General Assembly.

SEC. 2. All railway companies doing business in this State shall, upon the demand of any person or persons interested, establish reasonable joint through rates for the transportation of freight between points upon their respective lines within this State, and shall receive and transport freight and cars over such route or routes as the shipper shall direct.

Car-load lots shall be transferred without unloading from the cars in which such shipments were first made, unless such unloading in other cars shall be done without charge therefor to the shipper or receiver of such car-load lots, and such transfer be made without unreasonable delay, and less than car-load lots shall be transferred into the connecting railway cars at cost, which shall be included in and made a part of the joint rate adopted by such railway companies or established as provided by this act. When shipments of freight to be transported between different points within this State are required to be carried by two or more railway companies operating connecting lines, such railway companies shall transport the same at reasonable through rates, and shall at all times give the same facilities and accommodations to local or State traffic as they give to inter-state traffic over their lines of road.

SEC. 3. In the event that said railway companies fail to establish through joint rates or fail to establish and charge reasonable rates for such through shipments, it shall be the duty of the Board of Railroad Commissioners and they are hereby directed, upon the application of any person or persons interested, to establish joint rates for the shipment of freight and cars over two or more connecting lines of railroad in this State and in the making of such rates and in changing or reviving the same, they shall be governed as nearly as may be, by all the provisions of chapter 28 of the acts of the Twenty-second General Assembly, and shall take into consideration the average of rates charged by said railway companies for shipments within this State for like distances over their respective lines, and rates charged by the railway companies operating such connecting lines for joint intermediate shipments for like distances.

The rates established by the Board of Railroad Commissioners shall go into effect within ten days after the same are promulgated by said Board, and from and after that time the schedule of such rates shall be *prima facie* evidence in all of the courts of this State that the rates therein fixed are reasonable and just maximum rates for the joint transportation of freight and cars upon the railroads for which such schedule have been fixed.

Sec. 4. Before the promulgation of such rates as provided in section 3 of this act, the Board of Railroad Commissioners, shall notify the railroad companies interested in the schedule of joint rates fixed by them; and they shall give said railroad companies a reasonable time thereafter to agree upon a division and to notify the board of such agreement. The Board of Railroad Commissioners shall, after a hearing of the companies interested, decide the same, taking into consideration the value of terminal facilities and all the circumstances of the haul, and the division so determined by the board shall in all controversies or suits between the railroad companies interested, be *prima facie* evidence of a just and reasonable division of such charges.

Sec. 5. Every unjust and unreasonable charge for the transportation of freight and cars over two or more railroads in this state is hereby prohibited and declared to be unlawful, and each and every one of the companies making such unreasonable and unlawful charges, or otherwise violating the provisions of this act, shall be punished as provided in chapter 25 of the acts of the Twenty-second General Assembly for the making of unreasonable charges for the transportation of freight and cars over a single line of railroad by a single railroad company.

Sec. 6. This act being deemed of immediate importance shall take effect and be in force from and after its publication in the *Iowa State Register* and the *Des Moines Leader*, newspapers published in the city of Des Moines, Iowa.

After the case had been remanded, plaintiff amended its bill by alleging that since the filing of the original bill and the amendment thereto, defendants in furtherance of their unlawful attempt to execute said joint rate statute, did on October 7, 1890, promulgate and issue, and are now attempting to enforce, and will enforce unless restrained by order of the court, the following joint through rate or order as made by them:

IOWA FREIGHT RATES.

Revised schedule of reasonable maximum rates for the transportation of freight within the State of Iowa.

Notice is hereby given that in pursuance of the acts of the Twenty-second General Assembly of the State of Iowa, the schedule of reasonable maximum rate of charges for the transportation of freight within the State of Iowa now in effect on the respective lines of railway of said State has been revised and amended by the adoption of the following:

From and after the 25th day of October, 1890, the following railroad companies engaged in the business of common carriers and doing business within the State of Iowa, viz: (Here follows the names of all the railroad companies in Iowa) shall be governed by the following rule in making rates for freight passing over two or more lines within the State. The maximum rate of freight to be charged by any railroad company receiving business from a shipper at a station on its line within the State of Iowa destined to a point within the State of Iowa on another line of railroad, or receiving freight originating within the State of Iowa on the line of another railroad and destined to a point within the State of Iowa on its line, shall be eighty per cent of the schedule of reasonable maximum rates of charges for the transportation of freight and cars in Iowa as fixed by the Board of Railroad Commissioners of Iowa and now in effect.

October 8, 1890. (Signed by the Commissioners.)

The amendment avers "that said order is unlawful and was promulgated and issued without authority of law, and in excess of the powers of said Railway Commission, and the statute pretending to authorize any such schedule of joint through rates is void, and in conflict with the various provisions of the constitution of the United States and that of the State of Iowa, for the reasons heretofore fully set out."

The prayer attached to this amendment asks that defendants be enjoined and restrained from attempting to enforce or execute said order, and also prays that

they be restrained from putting into effect any other order compelling petitioner to enter into joint through rates of freight charges, under said pretended statute, with other railroad companies.

October 9, 1891, defendants demurred to the petition as amended because:

1. The petition and its amendments do not show any facts which entitle the plaintiff to the relief demanded.
2. The statute complained of in the petition is constitutional and valid, and has been so held by the Supreme Court.

On the hearing of this demurrer the district court held that the facts stated did not entitle plaintiff to the relief demanded, or to any relief, and sustained the demurrer.

Plaintiff excepted to the ruling and failing to further amend its petition and electing to stand thereon, judgment was rendered against it on said demurrer and for costs, to which it excepted and appealed. The italicized words in Section 3, of Chapter 17, above set out, were not in the act originally, but were incorporated therein by amendment by Chapter 25, of the Acts of the Twenty-fourth General Assembly.

It is contended that the case as now presented raises no question not involved in and passed upon by this court in its opinion on the former appeal; if this be so it can only be determined by an examination of the issues as made in each case.

2. If the contention of the State is correct, that this case involves no legal question not passed upon on the former appeal it is decisive of the case, as we are precluded on this second appeal from reviewing questions presented and passed upon on the first hearing.

It will be observed that the petition on the former trial below was attacked by a motion to dissolve the injunction which had been issued. The legal effect was the same as though the defendant had challenged its sufficiency by a demurrer. On the former appeal the sufficiency of the allegations of the petition as then amended, to justify the granting of the relief therein prayed, were exhaustively considered and this court held that petitioner was not entitled to the relief prayed. Now wherein are the issues changed from what they were on the former appeal? What new legal question or questions are presented by the pleadings?

The only change in, or addition to, plaintiff's bill is that it has, by an amendment made since the former hearing, pleaded the order of the Railroad Commissioners fixing maximum joint rates and ordering that they take effect on a certain day. This amendment avers that the order is made without authority of law, and in excess of the powers of the Commission; that the statute authorizing it is void, "and in conflict with the various provisions of the constitution of the United States and that of the State of Iowa, for the reasons heretofore fully set out." And each and all of the reasons so referred to are to be found in the petition as amended and as passed upon by this court in its opinion on the first appeal. It was then pleaded that the act under which the Commissioners have since made the order, was void, and for many reasons, not necessary to be again repeated, in conflict with the federal and State constitutions.

In no respect is any new legal question presented by this appeal. Counsel for petitioner, it is true, in argument, and with great ability, urge that the order made fixing the reasonable maximum joint rate at eighty per cent of the schedule of reasonable rates already in force, is on its face unreasonable, but no such claim is made in the amendment.

The amendment charges that the rate is unlawful and in excess of the powers of the Commission, not because of the unreasonableness of the rate fixed, but because the statute under which the order is made is unconstitutional and void for reasons set out in the original bill and the first amendment thereto. We think the amendment fairly construed does not raise any issue as to the reasonableness of the rate in fact made; the objection made to the order is that there was a want of power to make any such order because of the illegality and unconstitutionality of the legislation with authorized it. That question was made and passed upon on the former appeal, and is the law of this case.

The law is well settled in this State by an unbroken chain of decisions that as between the parties to a suit, a decision therein becomes an adjudication even if erroneous.

That on a second appeal in the same case, when the same legal questions are presented this court will not revise, reverse or review its former decision. Such decision will stand as the law of that case.

Adams County v. Railroad, 55 Iowa, 97.
Barton v. Thompson, 56 Iowa, 571.
Simplot v. Dubuque, 55 Iowa, 639.
Star Wagon Co. v. Sweeney, 63 Iowa, 520.
M. L. Oil Co. v. Montague, 65 Iowa, 67.
Ellis v. State Ins. Co., 68 Iowa, 578.
Dist. Twp. v. Ind. Dist., 69 Iowa, 88.
Barilan v. Railroad, 69 Iowa, 527.
Drake v. Railroad, 70 Iowa, 59.
Davis v. Curtis, 70 Iowa, 398.
Babcock v. Railroad, 72 Iowa, 197.
Windsor v. Cobb, 74 Iowa, 709.
Lewis v. Ins. Co., 80 Iowa, 259.
Smith v. Foster, 80 N. W. Rep., 230.

These authorities are in harmony with the decisions in other States upon this question.

Elliott's Appellate Proc., section 578, and cases cited.

This rule is held, in the cases cited, to apply even though the court on a second appeal may believe that the first decision was erroneous. And so it has been held to apply in a case where since the decision on the first appeal and the second trial in the lower court the Supreme Court has in another case overruled the former decision.

Barton v. Thompson, 56 Iowa, 572.

And the rule has been held to apply even though there has been (as in this case) a change in the members of the court between the two appeals.

Parker v. Pomroy, 2 Wis., 122.

In this disposing of this case we are not to be understood as approving of the correctness of the former holding.

Some of us are content with the result reached in the former opinion; others, the writer included, do not approve of some of the reasoning and conclusions found in the opinion rendered by a majority of the court as then constituted, and do not wish to be considered as bound by it in any other case.

Affirmed.

The contention of the railway companies was that while they might voluntarily make joint rates where their interests prompted, they should not be required to do so against their protest. To perform their duties as common carriers it was necessary that their cars should be under their control and that they should not be required to render services for which they were not to receive compensation.

In the discussion of this question much was said about the rates allowed to the local lines in Iowa, that gathered freight in car load lots and delivered it to the trunk lines. It was claimed that these short lines received from forty to fifty per cent of the rate, even on short distances from the points of shipment to Chicago and the reverse on west bound freight. At all events the proportion of the rate was very much greater than the local rates allowed the short lines by the Commissioners' tariff and to this allowance for a short service it is probably due that these roads have been as successfully operated as they have. In one of the early reports of this Board the propriety of allowing the short lines that gathered the produce of the country into carload lots and delivered it in train loads or carloads to the road that hauled it to market a greater proportion than a pro rata rate or even a local rate was discussed and approved. That position has never been changed or modified by any official action of the Board and may be quoted as a cardinal principle. Following this they have approved a marked difference of rate between carload and less than carload rates, and while in conformity to established railroad usage they have proportioned in their tariffs these two classes of rates, as the old tariffs have done, they have never believed that the difference bore any ratio to the actual difference in cost of service.

Mr. Purdy, vice-president of the C. & N. P. Ry. Co., in this year's report, estimates the tonnage of freight carried over his road in full carloads as fifteen tons per car, in less than car lots at two and one half tons. The same car in broken lots carries one-sixth the weight that it does when fully loaded. From data that the Commissioners had collected they supposed that one-third would be the ratio. The expense of transporting a full load is but little greater than a partially filled car and every examination of this subject that they have made shows that the difference made in these rates is not enough. If this position may be regarded as beyond question, the roads that pick up and deliver the full carloads have some equitable claims that are entitled to consideration. No cheaper railway service can be rendered over roads of the same physical character than taking full train loads from one terminal and hauling them without switching, break of bulk or any other extra cost of service to the other terminal.

It is understood that recently the trunk lines have decided to modify this long established custom and give the short roads simply their local rates for the distance hauled. These railways cannot long be operated independently unless they earn their expenses; they may be absorbed by the through lines and become parts of those systems. Whether further consolidation will be of advantage to the commercial interests of the state is possibly a question that may have two sides. Our legislation is largely based upon the idea that pooling is detrimental to our interests and that the systems of railroads should always remain competitive.

REPORTS OF RAILWAY COMPANIES TO THE COMMISSIONERS.

Section 4, chapter 77, laws of the Seventeenth General Assembly, defines the duties of the Commissioners with regard to the yearly reports to be made to the Governor, and section 5 provides the means whereby specific information to enable them to make such report may be obtained. As this subject has been for some years a source of contention between the Board and some of the railway

companies whose lines extend beyond the borders of the state, the laws bearing upon the subject are here inserted:

Sec. 4. The said Railroad Commissioners shall on or before the first Monday in December in each year make a report to the Governor of their doings for the preceding year, containing such facts, statements and explanations as will disclose the working of the system of railroad transportation in this state, and its relation to the general business and prosperity of the citizens of the state, and such suggestions and recommendations in respect thereto as may to them seem appropriate. Said report shall also contain as to every railroad corporation doing business in this state:

- First*—The amount of its capital stock.
- Second*—The amount of its preferred stock, if any, and the condition of its preferred.
- Third*—The amount of its funded debt and the rate of interest.
- Fourth*—The amount of its floating debt.
- Fifth*—The cost and actual present cash value of its road and equipment, including permanent way buildings and rolling stock, all real estate used exclusively in operating the road, and all fixtures and conveniences for transacting its business.
- Sixth*—The estimated value of all other property owned by such corporation, with a schedule of the same, not including lands granted in aid of its construction.
- Seventh*—The number of acres originally granted in aid of construction of its road by the United States or by this state.
- Eighth*—Number of acres of such land remaining unsold.
- Ninth*—A list of its officers and directors, with their respective places of residence.
- Tenth*—Such statistics of the road, and of its transportation business for the year, as may in the judgment of the Commissioners be necessary and proper for the information of the General Assembly, or as may be required by the Governor. Such report shall exhibit and refer to the condition of such corporation on the first day of July of each year, and the details of its transportation business transacted during the year ending June 30.
- Eleventh*—The average amount of tonnage than can be carried over each road in the state with an engine of given power.

Sec. 5. To enable said Commissioners to make such a report, the president or managing officer of each railroad corporation doing business in this state, shall annually make to the said Commissioners, on the fifteenth day of the month of September, such returns in the form in which they may prescribe, as will afford the information required for their said official report; such returns shall not be verified by the oath of the officer making them; and any railroad corporation whose returns shall not be made as herein prescribed by the fifteenth day of September, shall be liable to a penalty of one hundred dollars for each and every day after the sixteenth day of September, that such returns shall be wilfully delayed or refused.

The Twenty-second General Assembly took up the subjects of reports and without repealing, as the Board understand, any of the provisions of the sections above quoted, enacted the following:

Chap. 28, Sec. 22. The said board of railroad commissioners is hereby authorized to require annual reports from all common carriers subject to the provisions of this act, to fix the time and prescribe the manner in which such reports shall be made, and to require from such carriers specific answers to all questions upon which the said commissioners may need information. Such annual reports shall show in detail the amount of the capital stock issued, the amounts paid therefor, and the manner of the payment of the same; the dividends paid, the surplus fund, if any, and the number of stockholders; the funded and floating debts and the interest paid thereon; the costs and the value of the carrier's property, franchise and equipment; the number of employees, and the salaries paid each class; the amounts expended for improvements each year, how and where expended and the character of such improvements; the earnings and receipts from each branch of business, and from all sources; the operating and other expenses; the balances of profit and loss; and a complete exhibit of the financial operations of the carrier each year, including an annual balance sheet. Such reports shall also contain such information in relation to rates and regulations, concerning fares or freights, or agreements, arrangements, or contracts with other common carriers as the commissioners may require; and the said board of commissioners may, within its discretion, for the purpose of enabling it the better to carry out the purpose of this act if in the opinion of the commissioners it is practicable to prescribe such uniformity and methods of keeping accounts prescribe a period of time within which all common carriers subject to the provisions of this act, shall have, as near as may be, a uniform system of accounts and the manner in which such accounts shall be kept.

Chapter 37 of the Acts of the 24th General Assembly amends the foregoing and would seem to furnish the authority needed.

REPORT TO RAILROAD COMMISSIONERS.

AN ACT to Amend Section No. 22, of Chapter No. 28, of the Acts of the Twenty-second General Assembly, relating to reports to be made to the board of railroad commissioners.

That Section No. twenty-two (22), of Chapter No. twenty-eight (28), of the acts of the Twenty-second General Assembly be amended by adding thereto, at the end thereof, the following words:

Such reports shall also contain such other statistics of the road and of its transportation business for the year ending upon the 30th day of June of each year as the commissioners shall require, and all such reports shall be made to said board of railroad commissioners, on or before the 15th day of September of each year.

The board of railroad commissioners is also hereby authorized to require of any and all common carriers, subject to the provisions of this chapter, such other reports, besides the annual reports hereby required, as in the judgment of such board of commissioners shall be deemed necessary and reasonable. Such reports shall be in such form, and concerning such subjects, and in from such sources as the commissioners shall require, except as otherwise provided herein.

The time when such reports shall be filed shall be fixed by the board of railroad commissioners. Any corporation, company, or individual owning or operating a railway within this state which shall fail, neglect or refuse to make any of the reports provided for herein by the date fixed herein, or that fixed by the board of railroad commissioners, shall be subject to, and pay a penalty in the sum of one hundred dollars for each and every day of delay in making such reports after the date fixed.

Under the authority conferred by the foregoing legislation the Commissioners have attempted to get information which to them seemed absolutely necessary in order to enable them to comply with the law and perform the duties imposed on them by the statutes of the state in relation to fixing a schedule of freight rates for the various railroads doing business therein.

It is still claimed on the part of many of the railroads that the rates heretofore fixed by the Board for local business are not remunerative, but the question comes with special significance, how is this to be determined if the railways persist in a refusal to answer, or, if what amounts to nearly the same thing, they claim that they are unable to answer many material questions bearing upon the question of the reasonableness of such rates.

To give an idea of some of the embarrassments with which the Commissioners are surrounded, some of the questions submitted by them, and the replies thereto on the part of some of the roads, which latter probably state quite fully the positions of those that are largely interested in their lines and character are here given. Some have answered the questions, but always with the saving clause that this is "proportioned to distance," or "estimated."

Some of the replies are in answer to repeated requests for more full and specific answers than those furnished in the first report submitted to the Board.

Page 3, Question 11.—Amount of stock representing the road in Iowa.

Capital stock from its very nature is like a man's word, which when given binds him as a whole and holds every part of his body alike. It cannot be said one part of the man's word binds his head, another part his hand. Thus the capital stock of a railroad covers all the property and cannot be apportioned to different parts thereof or to different states. For this reason it seems to us to be impossible to devise an answer to your question No. 11 on page 3.

Page 7, Question 8.—Amount of debt representing the road in Iowa.

Some bonds cover specific pieces of road. Of these we can easily state how many are secured on the road in Iowa. The amount on June 30, 1893, was \$14,969,590. There are other bonds which cannot be apportioned to any particular part of the property. It is as impracticable as in the case of capital stock.

Page 7, Question 11.—Amount of interest paid representing the road in Iowa.

The conditions which prevent ascertaining the "amount of debt representing the road in Iowa" (question 8 supra) prevent us answering this question in full. The interest paid on the class of bonds specifically covering the road in Iowa is \$750,629.75. (See letter.)

As we have already advised you it is impossible to apportion to the road in Iowa any part of the entire capital stock of the company, because it is impossible to ascertain a correct basis for the apportionment. If a division of the stock must be made it must be an arbitrary one and there can be no assurance that the figures approximate the actual amount of stock representing the road in Iowa. Your Commission has not furnished a basis for an apportionment nor does the law intimate how the apportionment will be made. The Interstate Commerce Commission has adopted an arbitrary rule for apportioning and without asking the roads to follow this does itself make the apportionment for territorial statistics on the basis of mileage. This is misleading and the results arrived at are startling. If, however, the Interstate rule be applied in answering your questions, number 11 on page 3, and number 8 on page 7, the answer to the former will be \$10,701,402.83 and to the latter \$17,149,278.98. Regarding amount of stock last requesting additional information is received.

DEAR SIR:—Yours of 10th last requesting additional information is received. Regarding amount of stock, amount of debt, interest on debt, cost of road and equipment and present cash value of road and other property representing road in Iowa.

For some years past these questions have been discussed with your Honorable Board and an attempt made on the part of this company to show the unreliability of any estimate which might be given. I know of no change in conditions which would enable me at this time to give the desired information.

Page 7, Questions 8 and 11.

We replied to question 8, that we knew of no basis of division between Iowa and Missouri which appeared equitable, for the reason that our bonds were a blanket issue to take up bonds and notes of consolidated companies. I do not see how we can change this answer. Bonds of the * * * are secured by blanket mortgage covering all the property of the road. We have no basis for determining what proportion of the bonds cover the road in Iowa, and any division of the bonds as between the property in Iowa and the property in Missouri would be purely arbitrary. We have no class of bonds which represent nothing but the road in Iowa. The same thing is true of the floating debt, which represents the current operations of the railroad as a whole, and could only be arbitrarily divided between the property in the two states. We do not see how we can make any different answer to question 11. If the debt cannot be divided between the road in Iowa and the road in Missouri, certainly the interest paid upon the debt cannot be divided.

Page 11, Questions 5 and 6.

The actual present cash value of road and equipment, including permanent way, buildings and rolling stock, all real estate used exclusively in operating the road and all fixtures and conveniences for transacting business.

Actual cash value of all property owned.

We are at loss how to answer these questions.

If the intrinsic value is wanted, i. e. a measure of the adaptability of the property to satisfy the wants of man, we must at once conclude that the sum is fabulous. Running, as the road does, through one of the fairest portions of the state; cities and towns have been built relying upon the road for accommodation; farms have been developed—the owners relying upon the road to transport the crops to market; live stock has been improved—the owners relying upon the road to carry the products, milk, butter and cheese to the market centers. If then your Commission wishes us to state the intrinsic value of the property to the owners of these farms and to the dwellers in these cities, we must write the word fabulous.

If it is the exchangeable value that is wanted, we know that the greatest figure that the property will bring is the one measured by its earning capacity. It is impossible to compute this on the road in Iowa alone; taken as a whole we find that for the year ending June 30, 1893, the road earned five and one-half per cent on its cost. As this per cent is below the rate required by investors in railroad stock, it is proper to conclude that the cost of the road more than represents the exchangeable value today and that the excess has gone to the benefit of the citizens and the farmer whose property has been enhanced in value by the building of the road.

If an attempt is made to apply the exchangeable value item by item we will find that such value can be put upon cars and engines, and even upon stations and rails, but the ballasted roadbed (for example) which it has cost millions to bring to its present excellent condition, will have to be thrown in as of no value.

You ask for present cash value on page 11; we stated in our report very fully why it was impossible to give an answer to this question. You insist upon one. Supposing the net earnings of the company to be five per cent of the value of the property, and using a mileage basis for apportioning the value of the company's property, we arrive at the following figure as the value for Iowa—\$20,446,793.13.

Pages 28 and 29.—Surplus.

We have given a great deal of thought to the question. How can we give a detailed statement of our surplus? For our own information we would like to be able to answer it. There is hardly a part of the road which does not contain some of it.

Some forms of business are so simple that it is easy to point out just what constitutes the surplus. The store-keeper invests \$1,000 in his stock and at the end of the year finds that after replenishing his stock and paying his current expenses he has \$500 left; he buys a city lot with the money. Some one asks him what he has to show as surplus from his business. He points to the lot.

With a large industry, as a manufactory or a railroad, a surplus is not so readily shown. The undivided profits of one period are put with cash raised by sale of stock or bonds and the whole is used to build extensions, new shops, to buy new tools, to ballast road-bed, etc. The payment for these improvements comes out of the lump sum of cash. Perhaps a shop so built burns down. More bonds are sold, the insurance collected, and the cash all goes into one lump sum for the erection of shops more extensive than the old ones. So we see that the surplus flows as a stream of water, mingling with cash flowing in from all other sources, and loses its identity so completely that it is impossible to say that so much of the surplus is in this building, so much in that tool, so much in that piece of track, etc. The surplus is the balance between the two sides of the account. (See letter.)

You ask us to give the surplus asked for on page 28. It was an unintentional omission not to do so. The answer to question one (1), surplus at the commencement of the year, is \$22,562,638.28. The answer to question 2, surplus at the close of the year, is \$23,303,582.31.

Page 42, Question 11—Cost of carrying each passenger one mile.

Page 43, Question 11—Average cost per ton per mile for hauling freight.

The cost per passenger and per ton-mile can only be determined by assigning all operating expenses to either freight or passenger traffic. The impossibility of properly doing this is well known, thoroughly appreciated by your Commission.

The Commissioners have always considered it quite important to obtain reliable statistics as to the freight traffic movement in the state of the different commodities that compose the principal part of that traffic, such as grain, flour and other mill products, live stock, dressed meat and other packing house products, coal, lumber, salt, stone and other like articles, butter, eggs, cheese, manufactures of various kinds, and merchandise generally. Also, as to the quantity and character of the freight originating on each particular road and that received from connecting roads and other carriers. For some years after this Board was organized information so called for was quite freely furnished but owing, as it is claimed, to necessary retrenchment as to expenses in the last few years, or other causes, the same has been withheld by some of the roads, or it has been impracticable for some of the roads to furnish the same, as shown by the following questions calling for the same and answers thereto.

COMMODITY STATISTICS.

Pages 44 and 45.

The great expense of keeping the commodity statistics compelled us to give them up some years ago and therefore we cannot give the figures called for on these pages. To do so would require the handling of and drawing figures from nearly three million way-bills each year. This will at once show that we would have to go to large expense to complete these commodity statements.

Pages 44 and 45.

We regret that it is impossible for us to fill in these pages, but our records are not kept in such shape as to enable us to determine the amount of different classes of freight moved, or whether originating on this road or received from connecting roads.

Some questions and answers relating to some other subjects are as follows:

Page 9, question 15.

We replied to this question that our records do not enable us to give the information requested. We shall have to still make this reply. In recent years our books have been kept so that the construction account can be divided between Iowa and Missouri. Previous to that time we are unable to determine how much was expended for construction of the road in Iowa and how much for the construction of the road in Missouri.

Page 10, question 9.

To this question we replied that we had never allotted any equipment especially to the state of Iowa, and consequently could not give an answer in figures. We must still repeat this reply. On 2

equipment runs interchangeably over the whole road, and no proportion of it is definitely and specifically set aside for use in the state of Iowa; consequently we know of no equitable basis upon which to divide the cost of equipment between the two states.

Page 42, questions 6 and 7.

Under "cars and weight of trailers"—we are unable to give any figures in answer to these questions, for the reason that we do not keep any statistics from which we could obtain them.

Page 43, questions 1, 2, 3 and 4.

Under "car mileage"—we are unable to subdivide our answers to these questions to show the number of miles run north and the number of miles run south, for the reason that we keep no statistics from which we can obtain such figures. "Mileage of loaded freight cars," for instance, is kept on our books as a single item and not divided into that made northbound and that made southbound.

Page 46.

We were under the necessity of making statement on this page cover the whole road or leave the page blank. We keep no separate record of consumption of fuel by locomotives in Iowa and in Missouri, nor are our records in such shape that a division between the two states can readily be made.

We regret exceedingly that we are unable to more fully answer the questions in this report, but have given the matter very careful attention, and have made our answers as full and complete as our records will permit.

The principal reason why many of these questions are unanswered definitely, is that owing to adverse legislation in many of the states, depressed business conditions, and generally unremunerative and unsatisfactory business, we have been obliged to cut off every avenue of expense where it would be done without actual damage to the property. It is a result of this enforced economy we have cut our statistical work to the actual needs of the corporation showing briefly the results of operation.

The Interstate Commerce Commission deals with the railway systems of the entire country; the Iowa Commission was directed by law to report on the working of the system of railroad transportation in the state and its relation to the general business and prosperity of the citizens of the state. To do this with any degree of certainty a report of a whole railway system has little in it that is of special value. There is scarcely anything in the condition or the expenses and management of a road in Wyoming and Colorado or Oklahoma and Indian Territory that bears upon the operation of roads in Iowa. In the former an average rate of five cents per ton per mile on all freight hauled might not be a burden upon the traffic or even full compensation for the service, while at the same time a cent per ton per mile might be more than the traffic could bear or more than the shipper could pay in Illinois or Iowa, and yet the statistical reports from which information is to be obtained that will furnish the means of reaching an intelligent conclusion as to the value of services rendered as made to the Board includes the operation of these states and territories, the railway companies having large mileage in them which they report with other states, and are inclined to insist upon as about all that is necessary.

It will readily be understood from what has been above set forth, that the information necessary for the Commissioners to make the reports called for by law, is still not easily obtainable. As to some portion of the same it is no doubt now absolutely impracticable for the railroad companies to furnish. As to other portions, it is simply a question as to the expediency of requiring the companies to be at the necessary expense to keep their books and accounts in such a way as to be able to furnish the same so far as relates to matters strictly within the lines of the state. It is not the wish of the Board to embarrass the companies or add unnecessarily to their expenses, but it is clear that either the law should be amended, and the Commissioners relieved of this special duty, or the company be, by law, required to keep their books and accounts in such manner that the information required may be furnished or obtained.

CASES PENDING IN STATE COURTS.

STATE OF IOWA,
OFFICE OF ATTORNEY GENERAL,
Des Moines, December 5th, 1893.

MR. W. W. AINSWORTH,

Secretary Board of Railroad Commissioners,
Des Moines, Iowa.

SIR:—I have the honor herewith to present a report upon the cases in which suit has been begun to enforce the orders of the Commission under instructions from the Board to do so, and which are still pending. My last report on this subject was made on November 30, 1893. No new suits have been brought since then.

1. *State vs. C. & N. W. and Cherokee & Dakota Railways*. The Sutherland "Y" case. This case involved substantially the same facts and questions of law as the Algona "Y" case, and the decision of the Supreme Court in that case having been that the Commission has no power under the statutes as they now exist to make such an order, the case has been abandoned.

2. *F. T. Campbell, et al. vs. C., B. & Q. R. R.* The Mt. Ayr case. After the decision of the Supreme Court in the Sunny Hill Alliance cases in which such great exactness of proceeding was required before the Commissioners, it was thought best not to rely upon the order made in this case, and that before proceeding further there should be a new order based upon present conditions. It also appeared to the Board that negotiations were pending between the railroad company and the citizens interested for an adjustment. The Board, therefore, instructed me not to proceed further until further notice.

3. *State vs. C., M. & St. P. Ry.* The Dubuque switching case. The Supreme Court affirmed this case May 23rd, 1893, it being held that the service in controversy was not a switching service, and that the railroad company was entitled to charge local rates therefor. The petition asking for the enforcement of the order of the Commissioners was dismissed.

4. *B., C. R. & N. Ry. Co. vs. Peter A. Dey, et al.* The joint rate injunction case. The Supreme Court recently affirmed the decision of the court below upon the authority of its former ruling on the motion to dissolve the temporary injunction. The demurrer to the petition was sustained and the order dismissing it affirmed.

5. *State vs. D. M. & K. C. Ry.* The Leslie station case. In February, 1893, the Supreme Court affirmed the decision of the court below dismissing the petition of the state for the enforcement of the order of the Commissioners. The Supreme Court held that it was not shown that the parties interested were deprived of reasonable facilities for the transaction of their business with the road by the discontinuance of the station which the petition asked to be re-established.

6. *State vs. C., M. & St. P. Ry. Co.* The Bouton depot case. This was an action to require the railway company to furnish a depot and station facilities at Bouton in Dallas county. Since my last report it was decided by the District

Court, Judge H. E. Deemer, presiding, that the order of the Commissioners was a reasonable one and decree entered requiring compliance therewith. The railroad company has since built the depot and furnished the station facilities asked for, and the case is at an end.

7. *State vs. C. M. & St. P. Ry. Co.* The Showman switch case. This was an action to compel the railroad company to replace the switch at Showman, in Keokuk County, which had been taken out. It was tried at the same time as the Bouton case and to the same judge. He decided that the evidence did not show that the switch was necessary or that the order of the Commissioners relative thereto was reasonable, and entered an order dismissing the petition.

8. *State vs. C. M. & St. P. Ry. Co.*

9. *State vs. C. B. & Q. R. Co.*

10. *State vs. C. R. I. & P. Ry. Co.*

11. *State vs. C. & N. W. Ry. Co.*

12. *State vs. S. C. & P. Ry. Co.*

13. *State vs. B., C. R. & N. Ry. Co.*

14. *State vs. C. St. P., M. & O. Ry. Co.*

15. *State vs. W. H. Truesdale, Receiver of the M. & St. L. Ry. Co.* The joint rate cases. These are the suits against the trunk lines of Iowa and some of their connections to compel them to put into effect the schedule of joint rates adopted by the Commission by virtue of the joint rate act of the Twenty-third General Assembly. The eight cases against the four trunk lines were removed from the district court of Pottawattamie County to the United States circuit court. A motion to remand was made, which was sustained by Judge Shiras upon the same grounds as given in the Mt. Airy case mentioned above. An appeal was taken from this ruling to the Supreme Court of the United States, which has been dismissed. Demurrers were filed by the company attacking the constitutionality of the law, the regularity of the proceedings had by the Commission and the power of a court of equity to enforce such an order. At the time of my last report these demurrers were under advisement by Judge Deemer. He has since sustained them upon the grounds that orders affecting rates, such as these, are not enforceable by a decree of a court of equity. After consultation with the Board it was decided to stand upon these demurrers and obtain a decision of the Supreme Court upon the important and fundamental questions raised by them, and in July an entry was made and the appeal taken. At the October term of the Supreme Court, the state filed a motion to advance these cases upon the docket and to take them up in the January term on account of their importance to the public and because they involve the constitutionality of a statute, which was sustained. I hope to have them at that time submitted.

Respectfully submitted,

JOHN Y. STONE,
Attorney-General.

All of which is respectfully submitted,

JOHN W. LURE,
PETER A. DEY, } Commissioners.
GEO. W. PERKINS,

Attest: W. W. AINSWORTH,
Secretary.

NATIONAL CONVENTION OF RAILROAD COMMISSIONERS.

At the National Convention of Railroad Commissioners, held at Washington, D. C., April 19 and 20, 1893, the following report of the Committee on Reasonable Rates was prepared and read by Peter A. Dey, of the Iowa Commission:

REPORT OF COMMITTEE ON REASONABLE RATES.

The committees on reasonable rates appointed by this convention made in the years 1891 and 1892 very full, clear and able reports. They discussed, after the fullest research and examination of authorities and decisions upon the subject, the power of the legislature to fix a standard of reasonable rates, and the right to delegate that authority to commissioners. They proved that fixing the standard of rates is an administrative, not a judicial act. They admit, however, that in the exercise of this legislative control there is a limit that may not be passed, "the power to regulate must not be exercised to confiscate the property." Railway companies may not be prevented from earning enough money to pay operating expenses, maintenance of the property and equipment, and sufficient to meet their liabilities as common carriers. The reports seem to make no distinction between the rights of the bondholder and the stockholder, and assume that their claims for consideration are upon the same basis. They criticize the rule laid down by Judge Brewer, "that compensation or reward implies three things: First, payment of cost of service. Second, interest on bonded indebtedness. Third, some dividend to the stockholder." They state that the mileage rule for rates has been tried, but evidently conclude that it would be impracticable in this country of long-distance hauls. Having demonstrated who is empowered to determine the reasonableness of rates, the next question arises, what elements should be considered? The answer is "that this problem remains to be worked out on lines fair alike to private capital and the public welfare." Practically the answer is blank, and the reasonable rate which everybody concedes to be the proper standard, each interest seeks to determine from its own standpoint.

The reports hold that regulation is not only a right, but a public duty. The local shipper should be protected from contributing to pay losses on competitive business; his claims are the stronger because he is not in position to make rates for himself. He must deal with the railroad, and must pay the rates on the tariff sheets. He can deal with no one else. Our sense of justice is shocked with the idea that one party to a contract shall fix everything, and the other must submit without the possibility of appeal. The great evil of railroad rates is discrimination. Stop this, and you have accomplished more than has ever yet been done. Special rates to individuals, localities, and lines of business, have built up and destroyed industries, enriched or bankrupted individuals, firms and corporations. This should be prevented and the power lodged somewhere to fully bring to light all transactions and prescribe the remedy for all discriminations. We agree with the reports that commissions are probably the most accessible means for accomplishing this, with such powers added as may enable them to detect and prevent unjust discrimination. It is not here claimed that the railway companies voluntarily make these preferences with the intent to subvert one interest or build up another; they are frequently the party yielding to an almost irresistible pressure.

An illustration of what may, and often does happen, will make the situation clearer. At a time when there is no special demand for cars, and business generally is light, a commission firm in Chicago, Toledo or New York may have in transit to, or in store at, Kansas City, a large amount of grain. They go to the six or seven railways centering there and offer for shipment, within a limited time, five hundred or perhaps one thousand cars. They demand a concession of rates, and usually get it from one of the seven. As a business proposition, the railway company that takes the grain at reduced rates under the conditions of this large additional volume of freight, has made more money by this transaction than the other six

that refuse it. This firm reaps the profit of the concession to the injury of its competitors that pay full rates. They remain large shippers, and the others are driven out of business. As the shipper is primarily the criminal in the transaction, and the railway company accessory, both seem to be protected from giving testimony when the case is sought to be investigated.

Mr. Nimmo, in his argument in favor of "agreements as to the apportionment of competitive traffic," says: "The orderly and just administration of the railroad transportation interests of the country ought to be protected against the efforts of large shippers and vicious commercial trusts and other combinations to induce unjustly discriminating rates in their own favor." "Rates reasonably remunerative to the carriers, common to all shippers, and steadily maintained, are found to be infinitely better for the general good of the country, than much lower rates unjustly discriminating and widely fluctuating, which inevitably run to the disorder." He further states that he is a firm believer in "the doctrine which discards the idea of directing men how to go aright in the management of commercial and industrial affairs and claims that the exercise of governmental powers in such matters shall be confined as closely as possible to the prevention and punishment of wrongs."

It cannot be too strongly impressed upon the minds of those considering the subject of reasonable rates, that unjust discrimination does the public infinitely greater harm than do high rates where all shippers are treated alike, and that this is the evil of all others to be guarded against.

Poor's Manual is quoted on the over-capitalization of railroads and the report of Mr. Wood Davis, who has estimated the value of the railways in the United States at \$50,000 per mile (the inference is that they could be duplicated for this amount) and that between the years 1874 and 1888 that 36,572 miles of railway have been built from fictitious capital, and the earnings from this 36,572 miles have been \$2,421,569,453. These statements are somewhat startling, and without fuller knowledge of the means by which the values of the railways are arrived at we are at liberty to receive them with some hesitation.

It is said that the general government can borrow money at three per cent; and, if so, the investors in railroad stocks and securities should be satisfied with an earning of from three to five per cent on the money actually invested. Had the general government or the states in the incipency of these highways guaranteed five per cent, or even four per cent, on the cost there would have been justice and propriety in limiting earnings to a low rate of interest on the cost. Instead of this the field was thrown open to competition, and without restrictions of any kind all were invited to enter. The capitalist who invested his money, if he succeeded in building his road, increased by his investment the value of property in the country, the cities and towns through which it passed, and these benefited by the road received an increased income from their property long before he received any return from the investment. If the venture was a failure, which was not uncommon, he lost his capital and interest together. Why, then, should he be confined to a low rate of interest on actual capital? The rule should be alone be debared from the increase of values made by his enterprise? The rules of equity applied would seem to entitle him to some reward. In considering their earning capacity, he made should have the advantage of the rise in value of their properties if this is or should be an element in fixing reasonable rates.

Take as an illustration certain leading roads running west from Chicago, their terminals in Chicago, Milwaukee, St. Paul, Minneapolis, Omaha, and Kansas City could not be duplicated at any price. As compared with other and adjoining property they are probably worth not less than one hundred millions; they may not have originally cost more than one million. While others are receiving an income on the enhanced values of their properties should the owners of railway property alone be confined to a low rate of interest on actual cost?

The New York Central and its connections, the Michigan Central and Lake Shore roads, form a line from Chicago to the seaboard with very light grades. It is possible that, owing to the grades and light curvature, this line could carry freight this distance cheaper than its competitors, which cross high mountain ranges and encounter heavy grades and curvature. Should not these properties be entitled to the benefits of their natural advantages? Again, the Pennsylvania and Baltimore & Ohio reach the water by a much shorter distance than the New York Central; they run through a region where the coal supply is abundant and much cheaper. It may be that these circumstances more than compensate for the difference in gradients. If this be true, should not these roads, irrespective of cost of construction, have the advantage of these conditions?

No one at this day questions the right of the legislature, state or national, to fix a standard for reasonable rates, and require that rates shall not exceed this. Whoever is called upon to perform this duty, and it is one that demands the gravest and most serious consideration and the most thorough independence, is confronted with a popular sentiment that the

railways represent no great value; that their stocks are watered; that these great properties in their development, the public knows not how, have robbed the communities that support them. They forget that these same railways will carry a barrel of flour from Chicago to New York (a thousand miles) for a less sum than a drayman will haul this same barrel of flour from the warehouse to the consumer.

It is claimed, and is probably true, that immense fortunes have been accumulated in the development of the railway systems; the Vanderbilts and Jay Gould are constantly harped upon. Cornelius Vanderbilt had accumulated a fortune of more than twenty millions before he ever bought a share of railway stock. His accumulations after that time were moderate as compared with this. His son and his grandsons in the thirty years that have followed have brought every railway property they have owned to the highest state of efficiency, and reduced the haulage of the same standard of goods to as low a rate as on any railway in the world. Mr. Gould's fortune was the result of speculation, and his accumulations were in the main the losses of less sagacious operators. Had he speculated in grain and produce his profits with the same sagacity would have been less only because the field was narrower.

It has been repeated time and again that the cost of the property, the stock or bonds upon a road, the value, or the amount that it would cost to reproduce the property, its grades and its curvature, its terminals and their cost, have no place and never had any consideration in making rates. The poorest road in the country which perchance has been allowed by the rate-making power a higher rate on its traffic than its more fortunate competitors, is not asking better rates for itself, but for the higher class road. Competition is such that the better facilities of the better roads will naturally draw business from the poorer ones.

The freight agent, when he sits down to figure a rate sheet, asks himself what rate will, with all the surroundings, insure his road occupation, as near as possible, to its full capacity with a margin of profit; he knows if too high, the traffic will not move or will go by other routes; if too low, the more he moves the worse he is off. He begins by comparison with what has been charged under like conditions and circumstances and ends by comparison. The State official to whom this delicate duty has been confided begins by comparison with what other localities are charged and other lines that those he deals with charge for similar service and usually settles down to practically something that has been done somewhere else under similar circumstances. His rates are generally the result of comparison. That the subject of rate-making has ever been mastered is not true; the best results have been reached by competition regulated by conditions like the long and short haul in the interstate commerce law. Our complex system of government gives the fixing of a standard of reasonable rates an involved condition.

A railroad may run through a dozen different States, and each of these States may have commissioners authorized to fix rates on any basis they may consider reasonable, the Interstate Commerce Commission might be authorized to fix rates on a basis of its own, and while perhaps neither is intended to be or is in itself oppressive, so many independent methods of reaching a reasonable rate might seriously affect the earning capacity of the roads. The commissioners of one State might reduce local rates to a mere pittance, and if in the eleven States no change was made, might justify their action by the assertion that the road, notwithstanding, had paid its interest and some returns on its stock. Localities should be strictly guarded from discrimination and some method devised by which the railroad company that yields and the shipper that forces reduced rates be severely punished. Scheduling with false weights and under-billing should be treated as other crimes are. The scaler should be held to the strictest accountability and the railway company furnishing him tickets lower than sold to any individual, whether a single ticket or a thousand, should be punished by fine, and the agent selling by imprisonment.

It is said that in the eleven farming States railway earnings have increased in eighteen years 15 per cent, while the value of the wheat and corn crops of these States have only increased 37 per cent, indicating that the railways are taking in the way of freights a constantly increasing proportion of the proceeds arising from the sale of farm products. Attention is also called to the fact that in these States railway revenue in 1870, when times were prosperous with farmers, was \$12 for each unit of population, as against \$18 in 1888, an increase of fully 50 per cent in the per capita tax. It might be inferred from the above that in the eleven farming States the cost of transportation of agricultural products had, between the years 1870 and 1888, increased 50 per cent; instead of this, these charges have diminished in a remarkable degree during these years.

There is a limit to the number of bushels of grain that can be produced from an acre of ground, and if the railways in 1888 were confined to the carriage of the produce of only the acres cultivated in 1870 the statement would have great force. That this is not the case and gives an exceedingly incorrect idea, we insert statistical tables of five railways running west

from Chicago, giving the gross earnings of freight, the number of tons carried, the number of tons carried one mile and the rate per ton per mile for the years 1870 to 1887 inclusive. These roads were selected as the committee had in their possession statistics sworn to by the officers of the road and reliable.

GROSS EARNINGS FROM FREIGHT.

YEARS.	Chicago, Burlington & Quincy.	Chicago, Milwaukee & St. Paul.	Chicago & North-western.	Chicago, Rock Island & Pacific.	Illinois Central.	Aggregate of all.
1870	4,514,629	5,116,141	8,187,397	3,887,000	5,142,826	26,547,880
1871	4,949,648	4,444,568	7,700,800	4,025,271	5,086,713	27,307,000
1872	5,559,874	4,606,901	7,321,273	4,213,377	5,805,614	27,497,129
1873	6,035,349	6,421,390	8,014,390	4,397,883	6,068,304	33,723,324
1874	8,415,900	5,137,102	10,210,319	5,033,901	7,700,575	36,587,134
1875	9,602,617	5,890,598	9,540,430	5,292,412	6,490,956	34,529,022
1876	9,821,225	5,384,290	9,832,972	4,711,577	4,748,350	33,868,300
1877	9,834,544	5,227,600	9,060,270	4,708,146	4,555,405	33,731,291
1878	11,132,175	5,780,497	10,754,188	5,375,733	5,054,079	38,265,647
1879	11,650,672	8,850,755	10,627,367	6,929,936	5,090,196	40,167,835
1880	16,054,309	8,884,228	12,892,777	8,035,165	5,871,832	51,743,320
1881	16,566,818	11,884,736	14,114,511	8,693,489	5,870,649	57,460,863
1882	15,711,609	14,002,325	17,525,134	9,687,097	5,918,182	62,844,227
1883	19,014,191	16,305,334	16,894,332	7,928,227	5,664,309	69,367,083
1884	18,514,432	16,128,964	17,677,896	8,036,316	7,052,443	68,370,691
1885	19,565,853	17,101,742	19,917,393	7,713,690	8,143,930	69,444,567
1886	19,397,935	17,609,244	17,603,244	8,087,452	8,332,151	70,599,075
1887	18,973,653	17,196,718	19,336,436	8,705,031	9,034,853	72,913,692

TONS OF FREIGHT CARRIED.

YEARS.	Chicago, Burlington & Quincy.	Chicago, Milwaukee & St. Paul.	Chicago & North-western.	Chicago, Rock Island & Pacific.	Illinois Central.	Aggregate of all.
1870	1,062,754	1,822,753	2,222,978	856,928	1,022,904	7,279,147
1871	1,262,275	1,602,156	2,256,170	814,343	1,351,942	7,880,189
1872	1,086,104	1,097,836	2,310,910	1,014,348	2,039,231	8,550,515
1873	2,221,744	1,791,654	2,968,390	1,286,568	2,057,390	10,316,024
1874	2,420,628	2,736,533	3,591,940	1,360,283	2,089,605	11,212,571
1875	2,566,933	1,832,527	3,153,313	1,717,227	2,016,424	11,116,995
1876	2,892,814	1,705,891	3,471,927	1,640,600	1,869,627	11,699,969
1877	3,240,625	1,997,057	3,413,398	1,951,404	1,804,504	11,804,526
1878	3,970,019	1,905,690	3,971,251	1,708,118	2,067,832	13,757,920
1879	4,698,253	2,839,734	4,295,937	2,326,270	2,324,495	16,172,779
1880	5,259,188	3,260,262	5,174,638	2,899,763	2,143,519	18,737,438
1881	7,710,736	4,276,098	6,062,112	3,276,260	2,867,833	24,840,943
1882	6,348,750	5,137,767	8,190,898	3,734,531	3,909,578	30,329,018
1883	7,648,701	5,067,677	7,874,460	3,454,888	3,817,488	36,875,485
1884	7,828,997	6,123,015	8,623,994	3,618,142	3,354,085	39,575,334
1885	8,431,368	6,487,869	8,235,127	3,870,000	3,887,270	39,613,679
1886	8,234,708	7,986,072	8,494,239	4,181,109	4,061,823	32,545,961
1887	9,752,225	7,973,799	9,737,212	4,361,257	4,910,548	36,584,982

NUMBER OF TONS CARRIED ONE MILE.

YEARS.	Chicago, Burlington & Quincy.	Chicago, Milwaukee & St. Paul.	Chicago & North-western.	Chicago, Rock Island & Pacific.	Illinois Central.	Aggregate of all.	Rate per ton per mile.
1870	147,469,207	181,428,578	364,747,240	139,682,571	505,809,400	1,068,678,291	2.423
1871	206,944,500	173,679,358	298,417,381	151,864,519	392,150,400	1,063,068,058	2.559
1872	200,857,000	187,391,638	287,764,000	165,734,819	272,390,900	1,107,628,033	2.582
1873	218,238,184	196,473,233	306,737,000	179,012,000	219,204,000	1,230,469,417	2.198
1874	445,680,221	259,158,588	349,526,401	214,412,000	273,559,200	1,649,280,410	2.190
1875	430,363,101	275,590,502	404,850,357	287,913,578	284,600,900	1,700,013,438	1.979
1876	470,822,988	264,830,127	508,132,389	307,511,880	304,902,300	1,759,677,084	1.877
1877	655,633,200	271,268,120	495,387,600	357,832,000	344,345,911	1,969,073,814	1.964
1878	620,220,000	321,818,000	622,708,563	370,436,382	358,400,000	2,254,506,548	1.476
1879	1,138,788,772	401,505,734	681,878,311	510,859,804	395,470,860	2,938,888,481	1.290
1880	1,574,461,752	895,849,545	886,458,954	586,458,954	381,398,480	3,027,649,640	1.056
1881	1,511,903,074	697,347,697	980,627,774	712,388,129	368,038,424	3,988,102,400	1.009
1882	1,223,848,405	945,250,150	1,192,188,000	798,496,974	417,799,684	3,969,580,128	1.364
1883	1,662,141,451	179,003,627	1,184,829,285	711,466,265	694,624,975	5,148,865,863	1.308
1884	1,427,268,637	1,247,737,333	1,330,713,773	734,001,369	527,542,939	5,371,347,052	1.251
1885	1,492,241,496	1,337,713,453	1,416,759,206	719,672,565	623,390,124	5,887,044,904	1.241
1886	2,130,146,117	1,486,508,713	1,466,592,717	765,351,654	718,928,036	6,110,801,208	1.047
1887	2,077,245,725	1,659,384,801	1,754,608,590	800,565,002	738,072,237	6,223,003,937	1.011

The gross earnings for 1870 were \$26,547,880

The gross earnings for 1887 were 72,913,692

Or an increase of 274.37 per cent.

The number of tons of freight carried in 1870 7,279,147

The number of tons of freight carried in 1887 36,584,982

Or an increase of 471.66 per cent.

The number of tons of freight carried one mile in 1870 was 1,068,678.291

The number of tons of freight carried one mile in 1887 was 7,223,003.937

Or an increase of 662.87 per cent.

The rate per ton per mile in 1870 was 2.423 cents.

The rate per ton per mile in 1887 was 1.011 cents.

Or a decrease in the rate per ton per mile in the aggregate of business of these roads of 58.28 per cent.

It is not claimed that this increase of tonnage and decrease of rates will apply to all the lines of the agricultural States, but it is probably not an unfair statement of the condition of the business of the trunk lines of the country during these years. There is no special merit claimed for the roads in this decrease. It is the result of circumstances over which they can exercise but little control, the rivalry of competing lines, competition by water-ways and the extreme low prices of produce that, if moved at all, must be at very low rates. There are other elements entering into this, not the least of these being during this period the gradual substitution of steel for iron rail, the perfection of tracks the rarity of accidents and the increased tonnage of cars.

In 1870 the limit of load in a freight car was ten tons, and the railway officers attempted and often did collect higher rates in the nature of penalties on the excess. In 1888 a large proportion of the cars used in general freight carried twenty tons, and many were being built with a capacity of thirty tons.

To these improvements forced upon the railway companies by the demand for low rates are due the conditions above stated. It was recognized that if the freight of the country was carried by rail, some means must be provided to afford lower rates than had yet been given. The Erie canal, from 1850 to 1880, earned in tolls from \$3,000,000 to \$5,000,000 annually, subjected to the free competition of the railway after their full development as carriers of freight; it has long since been unable to earn money enough to make its own repairs, and now, instead of being a source of revenue, is made a free highway and supported by the State. This does not indicate that railway rates in the State of New York are specially oppressive.

It has been said that these conditions, "having in their hands the commerce of the country, are at will able to build it up or impoverish, and are a source of danger to the prosperity of the Republic, that the State must control the railways, or the railways will control the State." The experience of the past does not indicate any immediate danger from this source. Our federal, State, county, city

and town authorities are in the habit of asserting themselves; they do not seem to lack power and never hesitate to act when the emergency arises. But recently the corporate authorities of the city of Chicago, by a simple ordinance, required the railroads to expend, in elevating their grades within the limits of the city, an amount estimated at \$200,000,000. This is understood to be the estimate on which those who passed the ordinance based their action. It is possible that a burden of like character may be imposed by the council of any city through which the railways run. It is not the habit of the American people to allow their rights to be infringed, and the larger and more powerful the corporations the more solidly we find them arrayed against their influence. Whenever public opinion is aroused by the thought that the country is being managed by corporations for their own purposes and against public interest, the action is prompt, fearless and decisive, not always just, but asserting itself in no measured tones.

There is a great deal of force in the position that when there are two parties to a contract and one is empowered to make terms, and the other, by reason of his unfortunate situation, is unable to deal with any one else, that strict justice is rarely meted out. It is true that the theory on which the railroads in the United States have been built was that competition would regulate and furnish all reasonable rates. This has been done at competitive points generally, often at the expense of the local shipper. For this situation we see no relief except from legislative action direct or through railroad commissions. The latter in some of the States are authorized to fix a standard above which rates may not be made. While this may be a wise solution of the difficulty, it is a serious question whether the rate-making power should not fix a standard below which rates may not go. This action would tend to preserve uniformity, to protect the weaker lines, keep them from bankruptcy or from being absorbed by the stronger.

The law of the carrier requires him to perform the service for a reasonable rate. The railroad freight agent, the shipper, the granger, the politician and the legislator all agree that rates should be reasonable; this is all they seek and all they ask. When they attempt to arrive at what is reasonable, their views are widely different. Who then shall determine? Usually the party who feels aggrieved calls upon the State that has chartered these corporations to fix a standard. What that standard shall be, or how to prescribe some rule, some law or some formula by which rates may be measured has been a problem that has puzzled the wisest and most thoughtful minds. Our belief is that this invariable standard cannot be found, and that the nearest approach to it is in some body or commission selected in the States on the model of the Interstate Commerce Commission, whose term of office shall run a number of years, the terms of office alternating so that those of no two members expire at the same time. The long term would have the effect to relieve the incumbent from popular pressure and the temptations to yield that necessarily surround an elective board.

The alternating periods when these terms expire would always insure a majority of the Commission familiar with the subject and with a full knowledge of the difficulties in the way of the right adjustment of rates, allow these bodies to patiently take up and adjust each individual case after an impartial hearing in the light of surrounding circumstances and conditions. With regard to interstate commerce it is hardly possible that the present Commission could reach or investigate the cases that would arise over the entire country; while determining general principles it would evidently be impracticable to apply them to all the individual cases that might arise. It has suggested itself that an inferior or subordinate commission might be formed in each group of States to take up matters where State commissions have no power to act and where the present Interstate Commission by the immense extent of the field would be unable to investigate and determine what was or what was not reasonable.

SERVICE OF A BUREAU OF RAILWAY STATISTICS AND ACCOUNTS IN THE SOLUTION OF THE RAILWAY QUESTION.

Prof. Henry C. Adams, Statistician of the Interstate Commerce Commission, read the following paper:

A rapid survey of the history of internal communication in the United States shows that four distinct views have been held respecting the relation of public highways to government. Previous to 1830, it was commonly accepted as the proper function of the Federal Government to supply the public with turnpikes and canals, the only important public work undertaken by a State prior to this time being the Erie canal. With 1830, however, the sentiment of the country entirely changed. The constitutional right of Congress to build and manage public highways within the boundaries of the sovereign States was questioned. The veto by President Jackson of the Maysville road bill transferred the center of activity from the Federal Government to the several States, and from 1830 to 1850 the question of internal improvements brought the State governments prominently into view. I need not speak of the financial disasters which resulted from this endeavor on the part of the States to build railways and canals. Suffice it to say that by 1850 public sentiment experienced another radical change, and the people of the States adopted numerous amendments to their constitutions which forbade the use of public credit for commercial purposes. At present there are a large number of provisions of this sort in the State constitutions.

The third phase of public opinion, which may be said to have been entered upon by 1850, regarded private corporations as the proper organizations for building and controlling railways. It will be remembered that at this time the extreme ideas of English political economy respecting the narrow functions of government were quite prevalent, and it is no occasion for surprise to notice that when ownership and control of railways was handed over to private corporations, the governments of the several States did not consider it necessary to retain any voice in their management. It was believed that competition would work with regard to this industry in a normal and satisfactory manner, and that consequently there was no necessity for government to provide for the exercise of any control or supervision.

This sentiment prevailed until about 1870, when it was found, especially in certain of the Western States, that an irresponsible administration of the transportation industry had led to many evils of which the public might justly make complaint. Finding no redress at the hands of railway managers, appeal was made to the sovereign power of the States, resulting in the passage of those laws known as the "Granger Laws," which asserted the right of public control over internal commerce. This brings us to the fourth phase of public sentiment referred to. I do not, of course, mean to say that no laws attempting to regulate railway business existed previous to 1870; but rather that the sentiment favoring regulation was not, prior to this time, sufficiently strong to be regarded as the prevailing sentiment of the country.

The necessity of regulation being established, the question respecting the proper method of regulation came to be one of importance. Without rehearsing the various opinions upon this point, it may be said that the country at the present time seems to have accepted the idea that the railway problem is to be solved through the medium of railway commissions.

I have called your attention to these changes in public sentiment for the purpose of impressing the fact that the control of railways through commissions is an experiment rather than an established policy. As sentiment has changed in the past, so it may change in the future. The people of this country do not grant their support for any considerable length of time to an idea which fails to justify itself when put on trial, and it may be well for the members of this convention, representing as they do the various railway commissions of the United States, to hold in mind the fact that unless their work is aggressive in character and decidedly beneficial in result the support of public sentiment will sooner or later be withdrawn. It is therefore pertinent to inquire if every means which the law places at the

disposal of railway commissioners is now being used for the solution of the railway problem. It is of the utmost importance that a political experiment when once undertaken should be thoroughly tried, in order that, should it prove unsuccessful, it need not be recurring to again in the future. There is no other guarantee that change will be progress.

Without entering into a general discussion of the efficiency of commissions when compared with the powers bestowed by legislatures, I desire to call attention to one instrument of control which the law has placed in their hands, of which adequate use is not made. I refer to the power bestowed on every railway commissioner in this country to secure statistical returns from railway corporations over which they have jurisdiction. The control of railway corporations through the medium of a Bureau of Railway Statistics and Accounts may seem at first an idea which none but a pedant would entertain; but I am sure you will grant me your candid attention while presenting a few considerations in its support.

The railway problem is capable of quite a number of definitions, according as it is regarded from a technical or from a general point of view. I shall confine my consideration for the present to the definition of the problem implied in the laws creating the various commissions. It is true that legislative enactments do not contain any formal definition; they do, however, if we consider the acts by which these laws are declared to be framed clearly indicate the nature of the railway problem as it lay in the minds of those who framed the laws. From this point of view, we may say the railway problem consists in securing to all shippers equality of opportunity in the use of railway facilities at just and reasonable rates. Our question, therefore, resolves itself to this: How can a Bureau of Statistics and Accounts aid the commissions in establishing and maintaining equality of opportunity and just rates in the use of railway facilities? In endeavoring to answer this question, I shall confine myself to three points: First, the enforcement of the law against discrimination; second, the determination of just rates; and third, the maintenance of stable rates. If I can show that a strict control over railway accounts is necessary in order to do away with discriminations and to provide for just and stable rates, it must certainly be admitted that a Bureau of Railway Statistics and Accounts is an essential part of the machinery by which the commission idea is to be realized.

HOW MAY A BUREAU OF STATISTICS AND ACCOUNTS ASSIST IN THE ENFORCEMENT OF LAWS AGAINST DISCRIMINATION?

Laws which declare certain things illegal are of two sorts—those which rely upon police power to insure compliance with their requirements, and those which are so adjusted to the prejudices and interests of the persons whom they concern that they are self-executory in character. A factory law or a law which provides for safety in mines, is of the first class; a law which provides for the enforcement of commercial contracts by legal procedure, belongs to the second class. The distinction is that in the first class the interests at stake are of a general character, and the persons whom the law directly affects are not immediately interested in its enforcement; whereas in the second class, the guarantee that the law will be enforced is found in the direct and personal interests of the parties concerned. One cannot determine from reading the various acts creating railway commissions to which class of laws these acts belong. Holding in mind the strong commissions, like those of Illinois and Iowa, rather than commissions which are supervisory in character, like those of Michigan and Massachusetts, commissioners may render opinions in cases presented to them, or they may themselves originate cases; they may act as an administrative court, or they may exercise visitatorial powers and assume the functions of a prosecutory agency. The character of the laws in this regard is determined by the policy which commissioners see fit to adopt in their execution.

Now, it is no secret that under present conditions it is exceedingly difficult for the shipper whose rights are invaded by a railway corporation to secure quick and speedy relief; and on that account shippers conceive their interests to depend upon the good will of railway managers rather than upon commissions or courts, and consequently refuse to bring their cases, with all the evidence necessary to secure conviction, to the attention of commissioners. Under such circumstances, a sufficient number of cases do not rise spontaneously to enable commissioners to exercise a controlling influence over the administration of railway affairs, and the result is, they feel themselves obliged to undertake the enforcement of the laws by the exercise of visitatorial functions, or by the direct instigation of cases. It is not necessary to discuss the wisdom of this policy. It is adopted as a temporary expedient, and, I doubt not, with the expectation that the necessity for it will, sooner or later, pass away. The real purpose of commissioners must certainly be to sit as a tribunal if it will not say court, deciding cases which are presented to them, rather than to seek out cases in which the law is disregarded.

The question, then, naturally arises, what can be done to create those legal and commercial conditions under which this end may be attained. How may the railway laws of the United States be made self-executory in character? Under what conditions will shippers appeal to the commissions, bringing their evidence with them rather than suppressing evidence, use it as a lever to force special favors from railway managers? The establishment of such conditions is essential, in my opinion, to the solution of the railway problem by commissions, for it goes without saying, that a law against discrimination by common carriers cannot be enforced so long as both carriers and shippers are interested in the law's defeat.

I do not, of course, undertake to state all the conditions necessary for the self-enforcement of our railway laws, but I may call your attention to one step which must be taken for the realization of this end. In order that the law against discrimination in rates may be self-enforced there must be a uniformly organized and uniformly administered railway system. Managers cannot be allowed the liberty of adopting unusual methods of business, nor attorneys the right of urging before the commission peculiar policies of management, as defense for unusual methods. All orders pertaining to transportation must be clear, simple and easily understood. Under these conditions shippers would come to know their rights, and in case their rights were disregarded by carriers, they would undertake to secure redress or to prove their claims for damages. Now the easiest way, indeed the only way, or at least the first step toward the way, by which uniformity of management may be secured, is to establish uniformity in accounts and to take from railway officials the right of adjusting their accounts in an arbitrary manner. Accounts, if they are honest, are true records of administration, and he who controls accounts can, in a large measure, control the policy of management. Should the form of bookkeeping be determined by commissions, and all railways be obliged to adjust their accounts to uniform rules, the commissioners would be in a position to impose their ideas, in a very large measure, upon the management of the roads. And what is more important, they would be in a position to secure evidence against a carrier guilty of discrimination more easily than at the present time. And more than this, uniformity in accounts and strict supervision over them provides a new way of testing the compliance of the carriers with the rules of the commissioners. Statistics properly used and adequately guarded are the surest means of detecting any general departure from established rules of management, and, if commissions must continue visitatorial functions, will indicate where it is worth while to undertake special investigation.

It is unnecessary to develop this thought further, for by these suggestions you will at once see how far it goes. The railway laws in this country are not, at present, self-executory in character, because of the difficulty of securing evidence against discrimination. And this, in large measure, is due to the numberless and complex methods by which railways do their business. My claim is that, in order to enforce a law which makes discrimination illegal, it will be necessary to crystallize the railways of the country into a common system so far as principles of control are concerned, and to oblige them to follow uniform rules in business management. This, it is believed, can be the most easily accomplished through the agency of a well equipped and well directed statistical bureau, which shall impose upon the railways a uniform system of accounts. In many of our states it is not necessary that additional power shall be asked from the legislatures, for the Interstate Commerce Commission, as also eleven State commissions already have the right to determine the form in which railway accounts shall be kept. The propriety of enforcing these provisions is a question properly debatable by this convention.

HOW MAY JUST RATES BE DETERMINED?

It is too much to say that the kernel of the railway problem lies in the establishment of a policy for determining rates that shall be generally accepted as based on justice and reason. This is implied in the laws so far as they touch this question. To this end the Interstate Commerce Commission and seventeen State commissions are clothed with the power of adjusting rates. If the commission idea finally breaks down, it will be because commissions are unable to deal with this vexed question.

At present they are not in a position to deal with the question, for there is no generally accepted theory respecting the basis of railway rates and, consequently, there can be no uniformity in their decisions. It is doubtless the consciousness of this fact which makes commissioners so reluctant to exercise the power of adjusting rates in those cases where the law grants them that power, and which makes the legislatures, in those states where the rate-making power is not granted to Commissioners, hesitate in conferring the grant. Commissioners are in no position at present to judge clearly with regard to the respective claims of shippers, stockholders and the public, for they have no facts to work upon at all adequate to

the magnitude of the problem. If there be any information respecting the cost of service that should bear some relation to cost of service, it is, I think, reasonable to assume that the Commission should have access to such information. It is, however, absurd to speak of conceding whatever without having first determined the purpose of avoiding an extended discussion of the subject.

I conceive my views to be of especial importance, in my opinion, is a practicable policy for

[illegible]

Should this general view of the case be accepted, the next step in the further development of statistical work lies very clearly before us. It consists in perfecting a uniform classification of freight throughout the country and in securing from railways a statement of the amount of freight carried in each class and of the amount of revenue which each class of freight yields. Such an investigation, if carried on so as to permit territorial localization of freight by classes, would place the commissioners in a position to judge what industrial, or, indeed, social results, would follow from changing any special schedule of a particular railway.

any consideration, such as these, and many others that might be mentioned along the same line, which lead me to assert that no commission can safely undertake the adjustment of railway rates except upon the basis of a thorough and somewhat extended statistical investigation. A just rate does not mean a rate that is forced upon the public, but a rate that is forced and maintained, entails in a community just and commendable results. The simply commercial in character, it is at the same time a question of public policy, and as such, like all questions of a political character, demands the fullest and most complete knowledge of the community and its economic and political situation. It is an essential part of the machinery for the control of railways.

If the commission idea is to retain the confidence of the public, it is, in my opinion essential that the commissioners recognize the service which a Bureau of Statistics and Accounts may render them in the performance of their duties, and for legislators to grant such appropriations as are necessary for the development and extension of statistical work. We cannot evade the conclusion that the public has no guarantee that rates will be just and reasonable, whether made by commissioners or by the managers of railways, except they be made after a full investigation into the conditions under which the service is rendered.

HOW MAY RATES BE MAINTAINED?

It is recognized that rates must be stable as well as just and reasonable. The question therefore forces itself upon us, under what conditions may stable rates be secured? The

Remarks which have previously been made respecting discrimination in rates apply equally well to this question, for rates are rendered unstable through discrimination, and commissioners may regard it wise to postpone a direct consideration of the means by which stability of schedules may be maintained until it is observed whether or not fluctuations in rates will continue after discrimination between shippers and places is done away with. I should not, however, make a complete statement of the service of a Bureau of Statistics and Accounts in connection with this problem, for the problem is so broad that in all probability something more will be required to secure stability of schedules than the removal of personal discrimination from railway practice. There are many who believe that stable rates can be maintained so long as railways are prohibited from entering into legal agreements respecting the conditions under which their business shall be managed. It is asserted that the railway industry from its very nature tends toward consolidation; that concentration of power is inevitable; and that the only question for the public to consider is how to use this power for the public good. In railway consolidation there is at least the possibility of cheaper and better service, and protection of the public interest. If, however, as is often claimed, the public interest is to be protected by the public, and if, as is also often claimed, the public interest must be placed upon the principle of publicity, for there is no other way which trustees of a public power may be held to account,

In working out for way own satisfaction the conditions under which pooling might be safely permitted to railways, the fact which has been most forcibly impressed upon me is that no traffic agreements could last for any considerable length of time, except under the application of what is technically known as the principle of territoriality of rate. The strongest argument for this conclusion is found in the outline maps for competitive roads made, published by Rand, McNally & Co. When, for example, the Michigan Central Railroad is permitted to compete for freight between New York and New Orleans, of what avail would it be for the roads to which that freight naturally belongs to enter into an agreement as to the manner in which it shall be divided? No pooling contracts could possibly be stable while such conditions existed. Pooling means the limitation of competition, or what amounts to the same thing, an agreement respecting the conditions under which competition shall take place. The first step, therefore, toward the establishment of stable rates through the legalization of pools, would be a scientific classification of railways by which each company may know what freight it can legitimately carry. This is doubtless an extension of public authority beyond any which has thus far been contemplated by our laws, but there is no other way of bringing the matter under control so as to adequately guard the public interest. It follows, therefore, that if pooling be forced upon government by the continual wars of railways the government must establish and support well-equipped statistical bureaus: for it is inconceivable that a scientific classification of railways can be made and maintained except upon the basis of careful and exhaustive statistical investigation.

It seems, then, wherever we consider the question of railway discrimination, of just and reasonable rates, or of stability in rates, that a bureau designed especially for investigation and for imposing upon the railways uniform methods of management is essential to the realization of the commission idea. This has not been adequately recognized in the past, and it rests very largely with the members of this convention, whether it shall be recognized in the future.

I have presented the above considerations involving maintenance and development of the statistical branch of the service of railway commissions, holding in mind the definition of the railway problem as implied in the laws creating the commission. But this definition is not as broad as the problem itself, and I see no reason why commissioners are not justified in taking the most comprehensive view of their office and in administering it in such a manner that incidental, as well as general, benefits may be secured therefrom to the public.

Looking at the matter in the light of history, railways, as administered, have destroyed the conditions under which the principle of competition can work for the great rank and file of business in a normal and satisfactory manner. In theory, competition is the central principle of our industrial structure. Both legislators and courts assume it to be present in the normal conditions of business. The economic theory of competition may deny the pertinency of socialistic arguments. In fact, however, competition has degenerated into a struggle for existence between great corporations, or a struggle for special favors at the hand of great corporations, or it has ceased to exist altogether. In this lies the explanation of most of the industrial complications which perplex the nineteenth century. According to the theory of industrial competition, competition is potent; but, in reality, competition is rendered impotent by arbitrary interference in industry. If this be true, and that it finds adequate support in the history of the nineteenth century

lies beyond reasonable controversy, the railway problem comes to be a problem of civilization. It is a question of keeping open the avenues of opportunity. There is involved in its solution the broad question of industrial liberty, and the technicalities of railway legislation take upon themselves a new meaning when one considers the true character and the industrial influence of railway transportation. As equality before the law is a canon of political liberty, so equality before the railways is a canon of industrial liberty. A solution of the railway problem means the re-introduction of those conditions under which competition can control industrial forces and deal justly as between industrial agents.

Such considerations as the above are pertinent at the present time when the question of granting increased power to railway commissions is before the public. It would be impossible for a Bureau of Railway Statistics and Accounts to perform the service which has been assigned to it, except it be clothed with ample authority and provided with adequate facilities. Without doubt the railway corporations would assert that in the exercise of its functions such a bureau would be inquisitorial and encroach upon the established rights of privacy. But if it be clearly apprehended that the question of industrial liberty is involved, that the freedom of opportunity which our common law asserts to be the right of every citizen is jeopardized by the manner in which railways do, as a matter of fact, manage their affairs, there comes to be a reason for the extension of powers which commissioners demand from legislators. One thing certainly is clear—in an industry which touches at every point the life and the prospects of all citizens, there ought to be no question respecting the right of government to make the fullest and completest investigation.

COMPILATION

OF

RAILROAD RETURNS.

REPORT OF RAILROAD COMMISSIONERS

TABLE IV—COST OF ROAD.

[illegible]

Total

Total... \$1,345.00 out of equipment to November 20, 1966.

COMPILATION OF RETURNS

TABLE IV—COST OF ROAD—CONTINUED.

RAILROADS.	Engineering and superintendence of road & op- erations dur- ing the year.	Other items.	Double track.	Purchase of material and contracted road.	Total for con- struction.	Construction per mile.	Proportion of cost of con- struction for Iowa.
Ames & College	24,445.46	72,130.52		20,545,098.43	21,438,261.29	19,252.11	16,294,164.98
Atchafalaya & Northern				400,000.00	400,000.00	16,975.51	59,440,267.97
Chicago & Centerville				17,550,143.72	17,550,143.72	4,572.55	1,002,113.11
Chicago & Quincy	11,280.86	180,427.00		7,030,681.91	7,222,389.77	16,975.51	1,002,113.11
St. Louis City St. Jo. & Council Bluffs	92,634.99	21,651.42		13,378,631.96	13,492,418.37	75,009.84	1,010,167.88
Chicago, Rockok & Northwestern	12,800.00	21,651.42		8,468,445.70	8,492,798.12	11,782.19	56,719,277.07
Chicago, Ft. Madison & Des Moines				105,221,523.97	105,221,523.97	34,105.11	39,631,000.00
Chicago, Milwaukee & St. Paul				13,378,631.96	13,378,631.96	11,782.19	39,631,000.00
Chicago & Northwestern				105,221,523.97	105,221,523.97	34,105.11	39,631,000.00
Chicago & North-western				13,378,631.96	13,378,631.96	11,782.19	39,631,000.00
Chicago, St. Paul & Northern Pacific				105,221,523.97	105,221,523.97	34,105.11	39,631,000.00
Chicago, St. Paul & Northern Pacific				13,378,631.96	13,378,631.96	11,782.19	39,631,000.00
Chicago Great Western				105,221,523.97	105,221,523.97	34,105.11	39,631,000.00
Chicago, St. Paul, Minneapolis & Omaha				13,378,631.96	13,378,631.96	11,782.19	39,631,000.00
Chicago, St. Paul & Northern Pacific				105,221,523.97	105,221,523.97	34,105.11	39,631,000.00
Goodland Creek				13,378,631.96	13,378,631.96	11,782.19	39,631,000.00
Des Moines, Northern & Western				105,221,523.97	105,221,523.97	34,105.11	39,631,000.00
Des Moines, Northern & Western				13,378,631.96	13,378,631.96	11,782.19	39,631,000.00
Des Moines, Northern & Western				105,221,523.97	105,221,523.97	34,105.11	39,631,000.00
Des Moines, Northern & Western				13,378,631.96	13,378,631.96	11,782.19	39,631,000.00
Des Moines, Northern & Western				105,221,523.97	105,221,523.97	34,105.11	39,631,000.00
Des Moines, Northern & Western				13,378,631.96	13,378,631.96	11,782.19	39,631,000.00
Des Moines, Northern & Western				105,221,523.97	105,221,523.97	34,105.11	39,631,000.00
Des Moines, Northern & Western				13,378,631.96	13,378,631.96	11,782.19	39,631,000.00
Des Moines, Northern & Western				105,221,523.97	105,221,523.97	34,105.11	39,631,000.00
Des Moines, Northern & Western				13,378,631.96	13,378,631.96	11,782.19	39,631,000.00
Des Moines, Northern & Western				105,221,523.97	105,221,523.97	34,105.11	39,631,000.00
Des Moines, Northern & Western				13,378,631.96	13,378,631.96	11,782.19	39,631,000.00
Des Moines, Northern & Western				105,221,523.97	105,221,523.97	34,105.11	39,631,000.00
Des Moines, Northern & Western				13,378,631.96	13,378,631.96	11,782.19	39,631,000.00
Des Moines, Northern & Western				105,221,523.97	105,221,523.97	34,105.11	39,631,000.00
Des Moines, Northern & Western				13,378,631.96	13,378,631.96	11,782.19	39,631,000.00
Des Moines, Northern & Western				105,221,523.97	105,221,523.97	34,105.11	39,631,000.00
Des Moines, Northern & Western				13,378,631.96	13,378,631.96	11,782.19	39,631,000.00
Des Moines, Northern & Western				105,221,523.97	105,221,523.97	34,105.11	39,631,000.00
Des Moines, Northern & Western				13,378,631.96	13,378,631.96	11,782.19	39,631,000.00
Des Moines, Northern & Western				105,221,523.97	105,221,523.97	34,105.11	39,631,000.00
Des Moines, Northern & Western				13,378,631.96	13,378,631.96	11,782.19	39,631,000.00
Des Moines, Northern & Western				105,221,523.97	105,221,523.97	34,105.11	39,631,000.

Total

*Includes cost of equipment to Nov. 30, 1989. †Includes capital stock \$15,000,000.00. ‡Purchase of constructed road.

REPORT OF RAILROAD COMMISSIONERS

TABLE V—COST OF EQUIPMENT.

[illegible]

TABLE No. VI—COST OF ROAD AND EQUIPMENT

[illegible]

TABLE No. VII—

CHARGES AND CREDITS BY WHICH THE CAPITAL AND

RAILROADS.	Grading.	Brigging and masonry.	Superstructure, including rails.	Land, land damages and returns.	Passenger and freight stations, coal sheds and water stations.
Ames & College	\$ 100,140.18		\$ 207,804.50	\$ 78,787.53	\$ 13,608.35
Burlington, Cedar Rapids & Northern					
Albia & Centerville	20,825.30	240,298.40	809,872.37	221,236.21	154,920.31
Chicago, Burlington & Quincy	190.00			161.55	496.03
Chicago, Burlington & Kansas City		34,324.73		452.80	
Kansas City, St. Jo. & Council Bluffs		1,241,373.90	434,774.74	163,942.05	58,473.30
St. Louis, Rock & Northwestern					
Chicago, Fort Madison & Des Moines					
Chicago, Iowa & Dakota		136,305.50	501,080.50	188,864.80	141,905.10
Chicago, Milwaukee & St. Paul		136,010.10	967,343.34	136,948.90	480,184.21
Chicago & Northwestern					
Chicago, Rock Island & Pacific					
Chicago, St. Paul & Kansas City	114,822.07	85,814.63	64,280.40	2,248.50	23,915.14
Chicago Great Western		2,865.00	5,445.00	168,302.00	83,100.88
Chicago, St. Paul, Minneapolis & O				19,280.34	86,144.78
Chicago, Santa Fe & California	175,098.74	180,116.98	104,820.00		59,505.66
Crooked Creek				43,713.81	3,379.64
Des Moines, Northern & Western				23,051.22	4,883.44
Delaware & Sioux City	** 27,901.94		87,948.00		27,130.82
Humeston & Shenandoah					
Iowa Central					
Iowa Northern					
Keokuk & Western				77.75	95.90
Mason City & Fort Dodge					
Minneapolis & St. Louis					
Omaha & St. Louis		14,351.74	33,013.14		
Prairie du Chien & McGregor					
Sioux City & Northern					
Sioux City & Pacific			1,120.43	154.73	6,274.34
Tabor & Northern			2,718.00	371.50	102.87
Union Pacific					
Wabash					
Winona & Southwestern					
Miss. River R. R. & Toll Bridge Co.					
Des Moines Union					
NARROW GAUGE ROADS.					
Burlington & Western				478.64	
Des Moines & Kansas City	40,396.30	4,918.73		122.16	
				15,798.35	1,002.63
Totals.	\$ 406,130.30	\$ 2,164,007.30	\$ 43,186,086.78	\$ 947,000.50	\$ 1,077,696.55

* Other expenses \$180,116.98.

** Ballasting.

PROPERTY ACCOUNT.

DEBT HAVE BEEN INCREASED DURING THE YEAR.

Engine houses, car sheds and turn tables.	Machine shops, including machinery and tools.	Engineering agencies, salaries and expenses during construction.	Interest, discounts etc.	Purchase of other roads.	Double track extension.	Other items.	Total for construction.
\$ 23,029.40	\$ 12,408.11	\$ 34,445.85	\$ 60,000.00	\$ 13,737.23	\$ 79,130.97	\$ 653,881.89	
		1,630.70	*108,634.35	*180,705.54		2,000,044.01	3,509,032.55
				676.80			1,496.46
		108,530.34		*136,742.00		* 62,044.23	69,150.30
							1,986,032.00
	12,577.81	144,320.80	231,000.00	560,456.94	918,027.04		2,870,045.58
		8,713.25	*12,397.37		1,113,967.95		2,563,470.35
							2,452,407.41
		2,516.71	1,671,508.00	278,243.83			2,141,550.20
		9,483.97	17,181.90	560,000.00			560,000.00
				364,633.05			862,229.15
					35,690.45		694,037.14
		3,603.41		1,324.00			147,870.83
				8,701.70			62,630.82
25,100.00				4,089.72			134.75
							31,085.22
							619.50
				427.36			47,903.88
							5,443.77
						3,500,000.00	3,500,000.00
							478.64
							122.16
		1,278.15					70,134.22
\$ 57,129.40	\$ 28,174.80	\$ 218,306.00	\$ 1,746,375.00	\$ 1,750,071.50	\$ 2,065,061.19	\$ 8,792,667.36	\$ 22,601,327.11

* Debit.

REPORT OF RAILROAD COMMISSIONERS.

TABLE No. X.—EARNINGS—CONTINUED.
FREIGHT.[illegible]

COMPILATION OF RETURNS

TABLE NO. XI—EARNINGS—Continued

RAILROADS.	Miles received for use of road.	Car mileage.	Earnings from other sources.	Telegraph.	Total earnings from all sources.	Earnings per mile of road operated.		Proportion of earnings for 1904.
						Miles.	Dollars.	
Ames & College	4,300.00		35,540.25		4,322,765.35	1,112.35	1,488.00	1,381.43
Burlington, Cedar Rapids & Northern.			35,540.25		4,322,765.35	1,112.35	1,488.00	1,381.43
Albia & Centerville	265,719.46		687,591.59		2,691.29	25.91	1,303.29	1,303.29
Chicago, Burlington & Kansas City	4,175.31		1,453.52		1,453.52	221.45	1,035.74	188,759.46
Kansas City, St. Jo & Council Bluffs	47,088.76		150,007.36		5,529.94	208.47	6,952.70	188,759.46
Chicago, Rock Island & Des Moines	3,650.00		31,577.58		1,707,205.26	227.91	7,754.22	57,425.00
Chicago, Ft. Madison & Des Moines			41,170.40		1,077.16	26.36	1,077.16	41,170.40
Chicago, Iowa & Dakota			28,440.49		34,593.59	5,214.13	2,975.33	8,006,044.44
Chicago, Milwaukee & St. Paul	54,645.17		21,427.24		21,427.24	390.68	1,966.19	8,006,044.44
Chicago, Rock Island & Pacific	188,454.18		28,064.75		3,695,410.79	5,610.15	3,417.96	2,844,257.83
Chicago Great Western	50,569.65		34,632.18		34,632.18	682.64	3,966.19	2,844,257.83
Chicago & North Western	8,972.65		191,341.31		13,266.31	1,486.14	10,490.49	10,490.49
Crowded Creek			3,757.70		10,151.40	22.57	648.34	10,490.49
Des Moines, Northern & Western	2,574.19		180.21		1,015,500.39	149.00	2,725.08	403,566.55
Des Moines & Western	158.00		1,152.99		145,710.49	95.45	1,601.25	145,710.49
Houston & Shennandoah	14,411.70		1,908.14		1,908,169.32	497.60	3,043.86	1,531,991.29
Keosauqua & Western	12,094.96		620.47		494,699.37	147.95	1,284.67	256,271.19
Mason City & Ft. Dodge	195,415.10		22,756.51		194,699.97	92.56	1,205.63	194,699.97
Mississippi & St. Louis			326.00		2,076,730.94	715.76	9,645.81	2,076,730.94
Paris to Dallas & McGregor					298,097.06	97.28	4,100.76	220,072.69
Stout City & Northern	14,510.69		828.71		1,094.57	10.28	8,791.26	416,841.48
Tabor & Northern					1,094.57	8.79	1,200.40	197,257.97
Union Pacific			59.65		11,526,144.31	1,267.00	1,565.75	16,022.26
Valdese & Southwestern			55		16,022.26			16,022.26
Mississippi River Railroad & Tull Bridge Co.								
Des Moines Union								
Des Moines & Western								
Burlington & Northwestern								
Burlington & Western								
Des Moines & Kansas City								
Total	8,806,460.21	394,150,821,075,369.46	128,754,701,875,506,669,569.27	56	846,003,665.56			846,003,665.56

REPORT OF RAILROAD COMMISSIONERS.

TABLE NO. XIV.—OPERATING EXPENSES—Continued.
CONDUCTING TRANSPORTATION.

RAILROADS.	Fuel for locomotives.	Water supply.	Oil and waste.	Locomotive repairs.	Wages of watermen, flagmen, and conductors.	Mileage of passenger trains.	Freight train mileage.	Train supplies.
Ames & College	313,012.41	10,574.28	30,304.70	332,338.30	22,796.03	56,740.00	177,055.18	51,841.11
Albia & Centerville	964.47	346,388.00	121.65	1,199.00	1,199.00		1,000.86	34.90
Chicago, Burlington & Quincy	2,200,100.10	64,853.71	64,853.71	1,819,000.00	64,853.71		1,734,470.17	64,662.38
Chicago, Rock Island & Pacific	15,083.57	15,083.57	15,083.57	216,200.27	20,135.41		133,000.24	115,961.70
Chicago, St. Louis & North Western	9,033.27	18,066.54	18,066.54	188,340.39	2,848.57		1,207.26	508.45
Chicago, Iowa & Dakota	4,000.57	308.53	401.52	2,127,000.00	49,800.00		1,233,500.95	100,000.00
Chicago, Milwaukee & St. Paul	2,002,276.91	70,017.40	80,000.00	2,127,000.00	49,800.00		1,233,500.95	100,000.00
Chicago, Rock Island & Pacific	1,453,708.58	22,019.57	50,013.17	1,499,238.70	224,830.43		1,004,500.00	116,000.00
Chicago Great Western	200,300.00	22,019.57	417,708.00	417,708.00	41,708.00		315,073.20	55,851.74
Chicago, St. Louis & North Western	488,002.06	20,022.07	56,341.00	512,236.56	55,080.10		315,073.20	55,851.74
Chicago, Santa Fe & California	1,770.84	1,770.84	1,770.84	1,770.84	1,770.84		315,073.20	55,851.74
Crooked Creek	113,007.45	0,447.85	1,177.41	175,811.56	60,732.04		106,100.51	24,007.45
Des Moines & Western	12,566.00	8,579.37	1,053.91	12,566.00	4,200.51		7,215.00	1,089.70
Huron & St. Paul	13,011.01	8,579.37	1,053.91	13,011.01	4,200.51		7,215.00	1,089.70
Kennett & Western	18,000.00	1,800.00	1,800.00	18,000.00	1,800.00		1,800.00	1,800.00
Mason City & Ft. Dodge	18,000.00	1,800.00	1,800.00	18,000.00	1,800.00		1,800.00	1,800.00
Omaha & St. Louis	18,000.00	1,800.00	1,800.00	18,000.00	1,800.00		1,800.00	1,800.00
Prairie du Chien & McGregor	74,176.51	7,417.65	2,941.90	47,077.08	4,707.08		3,784.58	7,859.47
St. Louis & North Western	28,000.00	600.70	600.70	18,000.00	1,800.00		1,800.00	1,800.00
Sioux City & Pacific	81,465.44	2,033.05	3,873.11	27,023.97	12,445.06		1,800.00	1,800.00
Tabor & Northern	1,770.84	1,770.84	1,770.84	1,770.84	1,770.84		1,770.84	1,770.84
Wabash	77,005.02	80,135.81	47,014.83	1,002,916.12	207,544.36		620,100.74	70,504.37
Winona & Southwestern	4,005.13	114.58	114.58	2,071.64	448.80		1,882.00	517.20
Missouri River Railroad & Toll Bridge Co.	7,255.91	1,085.59	380.25	7,708.75	1,715.66		3,979.29	8,436.47
Des Moines & Western	7,553.00	1,085.59	380.25	7,708.75	1,715.66		3,979.29	8,436.47
Burlington & Northwestern	7,553.00	1,085.59	380.25	7,708.75	1,715.66		3,979.29	8,436.47
SARROW GAUGE ROADS.								
Des Moines & Kansas City	7,553.00	1,085.59	380.25	7,708.75	1,715.66		3,979.29	8,436.47
Total	\$12,633,433.95	\$90,714,723.31	\$1,105,544,121.01	\$2,079,000,000.00	\$4,044,438.00	\$35,485.71	\$7,007,007,000.00	\$1,000,000.00

COMPILATION OF RETURNS.

TABLE NO. XV.—OPERATING EXPENSES.
CONDUCTING TRANSPORTATION—Continued.

RAILROADS.	Mileage of freight cars.	Telegraph exchange.	Loss and freight and damage.	Damage to property and cattle.	Personal injuries.	Agents and station ser.	Station supplies.	Sundries.	Total.
Ames & College	18,710.00	75,000.00	10,000.00	25,000.00	1,800.00	158,000.00	40,472.73	10,304.70	2,431.11
Albia & Centerville	2,317.75	300,441.30	48.78	19,317.00	1,800.00	874.25	77.22	97.15	1,301,201.88
Chicago, Burlington & Quincy	24,551.78	8,000.00	128,600.00	27,010.00	1,800.00	1,100.00	556,000.00	587.15	3,608.11
Chicago, Rock Island & Pacific	21,700.50	32,474.00	21,700.50	27,010.00	1,800.00	1,100.00	556,000.00	587.15	127,474.13
Chicago, St. Louis & North Western	7,013.20	24,700.00	21,700.50	27,010.00	1,800.00	1,100.00	556,000.00	587.15	661,207.47
Chicago, Iowa & Dakota	317,507.50	405,807.47	170,081.00	17,450.00	1,800.00	1,100.00	556,000.00	587.15	2,140,000.00
Chicago, Milwaukee & St. Paul	23,541.50	32,474.00	21,700.50	27,010.00	1,800.00	1,100.00	556,000.00	587.15	18,215.36
Chicago Great Western	73,541.50	32,474.00	21,700.50	27,010.00	1,800.00	1,100.00	556,000.00	587.15	1,680,345.07
Chicago, St. Louis & North Western	27,103.00	32,474.00	21,700.50	27,010.00	1,800.00	1,100.00	556,000.00	587.15	1,680,345.07
Crooked Creek	18,710.00	75,000.00	10,000.00	25,000.00	1,800.00	158,000.00	40,472.73	10,304.70	2,431.11
Des Moines & Western	18,710.00	75,000.00	10,000.00	25,000.00	1,800.00	158,000.00	40,472.73	10,304.70	2,431.11
Huron & St. Paul	18,710.00	75,000.00	10,000.00	25,000.00	1,800.00	158,000.00	40,472.73	10,304.70	2,431.11
Kennett & Western	18,710.00	75,000.00	10,000.00	25,000.00	1,800.00	158,000.00	40,472.73	10,304.70	2,431.11
Mason City & Ft. Dodge	18,710.00	75,000.00	10,000.00	25,000.00	1,800.00	158,000.00	40,472.73	10,304.70	2,431.11
Omaha & St. Louis	18,710.00	75,000.00	10,000.00	25,000.00	1,800.00	158,000.00	40,472.73	10,304.70	2,431.11
Prairie du Chien & McGregor	18,710.00	75,000.00	10,000.00	25,000.00	1,800.00	158,000.00	40,472.73	10,304.70	2,431.11
St. Louis & North Western	18,710.00	75,000.00	10,000.00	25,000.00	1,800.00	158,000.00	40,472.73	10,304.70	2,431.11
Sioux City & Pacific	18,710.00	75,000.00	10,000.00	25,000.00	1,800.00	158,000.00	40,472.73	10,304.70	2,431.11
Tabor & Northern	18,710.00	75,000.00	10,000.00	25,000.00	1,800.00	158,000.00	40,472.73	10,304.70	2,431.11
Wabash	18,710.00	75,000.00	10,000.00	25,000.00	1,800.00	158,000.00	40,472.73	10,304.70	2,431.11
Winona & Southwestern	18,710.00	75,000.00	10,000.00	25,000.00	1,800.00	158,000.00	40,472.73	10,304.70	2,431.11
Missouri River R.R. & T. Bridge Co.	18,710.00	75,000.00	10,000.00	25,000.00	1,800.00	158,000.00	40,472.73	10,304.70	2,431.11
Des Moines & Western	18,710.00	75,000.00	10,000.00	25,000.00	1,800.00	158,000.00	40,472.73	10,304.70	2,431.11
Burlington & Northwestern	18,710.00	75,000.00	10,000.00	25,000.00	1,800.00	158,000.00	40,472.73	10,304.70	2,431.11
SARROW GAUGE ROADS.									
Des Moines & Kansas City	18,710.00	75,000.00	10,000.00	25,000.00	1,800.00	158,000.00	40,472.73	10,304.70	2,431.11
Total	\$1,007,550,000.00	\$270,000,000.00	\$88,540,000.00	\$43,684,000.00	\$1,202,245.00	\$10,311,403.24	\$1,203,004.43	\$1,407,000.00	\$1,700,188.51

** Dollar.

* Includes personal injuries and damage to property and cattle.

REPORT OF RAILROAD COMMISSIONERS.

COMPILATION OF RETURNS.

TABLE No. XVIII—RECAPITULATION OF EXPENSES.

RAILROADS.	Maintenance of road and build- ings.	Maintenance of motive power and cars.	Conducting transpor- tation.	General ex- penses in- cluding taxes.	Total opera- ting ex- penses and taxes.	Operating ex- penses per mile.	Operating ex- penses per train mile.	Operating ex- penses per train mile on road oper- ating revenue.
						Miles run.	Ex- penses	
Ames & College	1,061,682.31	117,752.66	1,061,682.31	3,555,535.01	5,695,650.29	1,112.41	2,500,000.00	2,500,000.00
Albia & Centerville	25,774.46	2,000.17	1,059.14	1,001.84	36,444.61	1,112.41	1,512.52	1,512.52
Chicago, Burlington & Quincy	4,721,031.17	3,756,500.25	11,428,432.00	3,475,038.88	22,881,962.30	5,526.21	1,094.40	24,125,000.00
Chicago & North Western	175,055.71	175,055.71	175,055.71	175,055.71	695,272.84	1,112.41	1,512.52	1,512.52
St. Louis, Keokuk & Northwestern	11,211.70	75,206.19	1,059.14	1,001.84	1,238,776.15	227.41	1,512.52	1,512.52
Chicago, Iowa & Dubuque	15,643.51	2,207.55	18,216.46	1,001.84	21,069.36	1,112.41	1,512.52	1,512.52
Chicago, Milwaukee & St. Paul	5,041,462.78	2,091,790.93	10,093,950.01	3,027,904.96	20,255,108.68	5,274.13	1,094.40	21,349,509.08
Chicago & Rock Island	3,287,347.91	2,484,411.24	5,771,759.15	1,641,752.99	11,175,271.29	5,274.13	1,094.40	12,269,671.69
Chicago & North Western	1,070,857.57	863,441.24	2,434,400.29	1,641,752.99	6,000,451.15	5,274.13	1,094.40	6,000,451.15
Chicago, St. Paul, Minneapolis & Omaha	1,830,013.17	1,070,857.57	2,900,870.74	1,641,752.99	6,443,514.47	5,274.13	1,094.40	6,443,514.47
Crookston & Greeley	8,000.00	1,180.85	5,784.94	1,001.84	10,967.63	1,112.41	1,512.52	1,512.52
Des Moines Northern & Western	74,277.60	275,017.55	10,201.94	1,001.84	350,500.93	1,112.41	1,512.52	1,512.52
Hampton & Shenandoah	66,555.05	15,501.44	82,056.49	58,153.95	201,267.93	1,112.41	1,512.52	1,512.52
Iowa Central	282,007.61	175,189.36	457,196.97	282,007.61	1,136,401.55	1,112.41	1,512.52	1,512.52
Keokuk & Western	82,800.50	44,779.49	127,579.99	44,779.49	171,939.47	1,112.41	1,512.52	1,512.52
Mason City & Ft. Dodge	59,406.05	19,001.54	78,407.59	44,779.49	127,579.99	1,112.41	1,512.52	1,512.52
Omaha & St. Louis	69,904.86	86,657.75	156,562.61	58,153.95	265,274.31	1,112.41	1,512.52	1,512.52
Prairie du Chien & McGregor	1,500.00	17,948.54	19,448.54	1,001.84	20,450.38	1,112.41	1,512.52	1,512.52
Sioux City & Northern	35,972.12	45,503.55	81,475.67	1,001.84	132,981.18	1,112.41	1,512.52	1,512.52
Tabor & Northern	4,096.16	437.36	4,533.52	1,001.84	6,072.72	1,112.41	1,512.52	1,512.52
Union Pacific	1,501,652.56	1,085,117.65	2,586,770.21	1,001.84	4,172,562.26	1,112.41	1,512.52	1,512.52
Winona & Southwestern	4,900.57	1,815.45	6,715.92	5,501.15	12,933.07	1,112.41	1,512.52	1,512.52
Mississippi River R. & T. R. Co.	15,501.44	5,947.50	21,448.94	1,001.84	23,451.28	1,112.41	1,512.52	1,512.52
Des Moines Northern & Western	22,523.82	1,205.61	23,729.43	1,001.84	24,731.27	1,112.41	1,512.52	1,512.52
Des Moines & Kansas City	30,440.97	18,119.26	48,560.23	1,001.84	49,562.07	1,112.41	1,512.52	1,512.52
Total	\$ 25,800,142.70	\$ 12,000,774.20	\$ 61,746,617.42	\$ 17,473,770.22	\$ 121,500,304.54	28,772.41	12,120,300.00	12,120,300.00

*Including \$13,500.08 rentals.

TABLE No. XIX—RECAPITULATION OF EXPENSES—CONTINUED.

RAILROADS.	Proportion of operating ex- penses for freight.	Proportion of operating ex- penses for passenger.	Proportion of operating ex- penses for mail.	Proportion of operating ex- penses for other.	Proportion of operating ex- penses for total.	Proportion of operating ex- penses for total.	Proportion of operating ex- penses for total.	Proportion of operating ex- penses for total.
Ames & College	2,965,571.54	1,057,705.72	1,057,705.72	1,057,705.72	5,143,683.70	1,112.41	1,512.52	1,512.52
Burlington, Cedar Rapids & Northern	30,444.61	1,012.02	1,012.02	1,012.02	32,468.65	1,112.41	1,512.52	1,512.52
Albia & Centerville	4,721,031.17	1,012.02	1,012.02	1,012.02	5,733,076.21	1,112.41	1,512.52	1,512.52
Chicago, Burlington & Quincy	127,506.19	1,012.02	1,012.02	1,012.02	129,530.23	1,112.41	1,512.52	1,512.52
Chicago & North Western	127,506.19	1,012.02	1,012.02	1,012.02	129,530.23	1,112.41	1,512.52	1,512.52
St. Louis, Keokuk & Northwestern	127,506.19	1,012.02	1,012.02	1,012.02	129,530.23	1,112.41	1,512.52	1,512.52
Chicago, Iowa & Dubuque	127,506.19	1,012.02	1,012.02	1,012.02	129,530.23	1,112.41	1,512.52	1,512.52
Chicago, Milwaukee & St. Paul	127,506.19	1,012.02	1,012.02	1,012.02	129,530.23	1,112.41	1,512.52	1,512.52
Chicago & Rock Island	127,506.19	1,012.02	1,012.02	1,012.02	129,530.23	1,112.41	1,512.52	1,512.52
Chicago & North Western	127,506.19	1,012.02	1,012.02	1,012.02	129,530.23	1,112.41	1,512.52	1,512.52
Chicago, St. Paul, Minneapolis & Omaha	127,506.19	1,012.02	1,012.02	1,012.02	129,530.23	1,112.41	1,512.52	1,512.52
Crookston & Greeley	127,506.19	1,012.02	1,012.02	1,012.02	129,530.23	1,112.41	1,512.52	1,512.52
Des Moines Northern & Western	127,506.19	1,012.02	1,012.02	1,012.02	129,530.23	1,112.41	1,512.52	1,512.52
Hampton & Shenandoah	127,506.19	1,012.02	1,012.02	1,012.02	129,530.23	1,112.41	1,512.52	1,512.52
Iowa Central	127,506.19	1,012.02	1,012.02	1,012.02	129,530.23	1,112.41	1,512.52	1,512.52
Keokuk & Western	127,506.19	1,012.02	1,012.02	1,012.02	129,530.23	1,112.41	1,512.52	1,512.52
Mason City & Ft. Dodge	127,506.19	1,012.02	1,012.02	1,012.02	129,530.23	1,112.41	1,512.52	1,512.52
Omaha & St. Louis	127,506.19	1,012.02	1,012.02	1,012.02	129,530.23	1,112.41	1,512.52	1,512.52
Prairie du Chien & McGregor	127,506.19	1,012.02	1,012.02	1,012.02	129,530.23	1,112.41	1,512.52	1,512.52
Sioux City & Northern	127,506.19	1,012.02	1,012.02	1,012.02	129,530.23	1,112.41	1,512.52	1,512.52
Tabor & Northern	127,506.19	1,012.02	1,012.02	1,012.02	129,530.23	1,112.41	1,512.52	1,512.52
Union Pacific	127,506.19	1,012.02	1,012.02	1,012.02	129,530.23	1,112.41	1,512.52	1,512.52
Winona & Southwestern	127,506.19	1,012.02	1,012.02	1,012.02	129,530.23	1,112.41	1,512.52	1,512.52
Mississippi River R. & T. R. Co.	127,506.19	1,012.02	1,012.02	1,012.02	129,530.23	1,112.41	1,512.52	1,512.52
Des Moines Northern & Western	127,506.19	1,012.02	1,012.02	1,012.02	129,530.23	1,112.41	1,512.52	1,512.52
Des Moines & Kansas City	127,506.19	1,012.02	1,012.02	1,012.02	129,530.23	1,112.41	1,512.52	1,512.52
Total	\$ 27,055,205.03	\$ 10,150,741.74	\$ 10,150,741.74	\$ 10,150,741.74	\$ 57,407,429.25	1,112.41	1,512.52	1,512.52

REPORT OF RAILROAD COMMISSIONERS

TABLE No. XXII.—GENERAL RÉCAPITULATION.

RAILROADS.	Total Income.		Total operating expenses and taxes.		Net income.		Gross income per train mile run.		Net income per train mile run.		Percentage of net income to stock and debt.	
	1914.	1913.	1914.	1913.	1914.	1913.	1914.	1913.	1914.	1913.	1914.	1913.
Ames & College	6,108.41	4,805.77	1,849.40	539.89	4,259.01	4,265.88	2,543.12	1,592.70	3,409.90	2,672.10	1.00	1.00
Burlington, Cedar Rapids & N.	4,322,700.00	3,241,441.41	1,000,000.00	1,000,000.00	3,322,700.00	2,241,441.41	15,920.00	10,000.00	13,200.00	9,000.00	1.00	1.00
Chicago, Burlington & Quincy	19,799,830.00	22,663,443.86	11,312,666.37	10,972,140.57	8,487,163.63	11,691,303.29	24,123,000.00	43,500.00	24,123,000.00	43,500.00	1.00	1.00
Chicago, Burlington & Kansas C.	1,000,000.00	1,000,000.00	400,000.00	400,000.00	600,000.00	600,000.00	1,000,000.00	1,000.00	1,000,000.00	1,000.00	1.00	1.00
Chicago, Burlington & Northern	1,737,730.00	1,737,730.00	1,000,000.00	1,000,000.00	737,730.00	737,730.00	1,737,730.00	1,737.00	1,737,730.00	1,737.00	1.00	1.00
St. Louis, Keokuk & Northwestern	1,206,728.15	1,008,220.15	308,220.15	260,000.00	898,508.00	748,220.15	1,008,000.00	960.00	1,008,000.00	960.00	1.00	1.00
Chicago, F. Madison & Des Moines	27,007.26	8,863.82	6,532.82	8,863.82	20,474.44	8,863.82	27,007.26	88.00	27,007.26	88.00	1.00	1.00
Chicago, Milwaukee & St. Paul	11,203,339.00	11,446,348.88	11,446,348.88	11,446,348.88	0.00	0.00	11,203,339.00	1,472.00	11,203,339.00	1,472.00	1.00	1.00
Chicago, Rock Island & Pacific	12,450,740.00	12,305,022.21	4,750,949.41	4,750,949.41	7,699,790.59	7,554,072.80	12,450,740.00	1,314.00	12,450,740.00	1,314.00	1.00	1.00
Chicago, Rock Island & Pacific	1,000,000.00	1,000,000.00	400,000.00	400,000.00	600,000.00	600,000.00	1,000,000.00	1,000.00	1,000,000.00	1,000.00	1.00	1.00
Chicago, S. P., Minneapolis & G.	3,906,928.00	3,272,774.15	1,000,000.00	1,000,000.00	2,906,928.00	2,272,774.15	3,906,928.00	1,504.00	3,906,928.00	1,504.00	1.00	1.00
Chicago, St. Paul & Northern	6,500,000.00	6,500,000.00	1,000,000.00	1,000,000.00	5,500,000.00	5,500,000.00	6,500,000.00	1,000.00	6,500,000.00	1,000.00	1.00	1.00
Chicago, St. Paul & Northern	6,500,000.00	6,500,000.00	1,000,000.00	1,000,000.00	5,500,000.00	5,500,000.00	6,500,000.00	1,000.00	6,500,000.00	1,000.00	1.00	1.00
Des Moines, Northern & Western	675,266.29	717,254.41	308,055.88	308,055.88	367,210.41	409,198.53	675,266.29	1,000.00	675,266.29	1,000.00	1.00	1.00
Dubuque & Sioux Falls	1,000,000.00	1,000,000.00	400,000.00	400,000.00	600,000.00	600,000.00	1,000,000.00	1,000.00	1,000,000.00	1,000.00	1.00	1.00
Des Moines, Northern & Western	675,266.29	717,254.41	308,055.88	308,055.88	367,210.41	409,198.53	675,266.29	1,000.00	675,266.29	1,000.00	1.00	1.00
Dubuque & Sioux Falls	1,000,000.00	1,000,000.00	400,000.00	400,000.00	600,000.00	600,000.00	1,000,000.00	1,000.00	1,000,000.00	1,000.00	1.00	1.00
Des Moines, Northern & Western	675,266.29	717,254.41	308,055.88	308,055.88	367,210.41	409,198.53	675,266.29	1,000.00	675,266.29	1,000.00	1.00	1.00
Dubuque & Sioux Falls	1,000,000.00	1,000,000.00	400,000.00	400,000.00	600,000.00	600,000.00	1,000,000.00	1,000.00	1,000,000.00	1,000.00	1.00	1.00
Des Moines, Northern & Western	675,266.29	717,254.41	308,055.88	308,055.88	367,210.41	409,198.53	675,266.29	1,000.00	675,266.29	1,000.00	1.00	1.00
Dubuque & Sioux Falls	1,000,000.00	1,000,000.00	400,000.00	400,000.00	600,000.00	600,000.00	1,000,000.00	1,000.00	1,000,000.00	1,000.00	1.00	1.00
Des Moines, Northern & Western	675,266.29	717,254.41	308,055.88	308,055.88	367,210.41	409,198.53	675,266.29	1,000.00	675,266.29	1,000.00	1.00	1.00
Dubuque & Sioux Falls	1,000,000.00	1,000,000.00	400,000.00	400,000.00	600,000.00	600,000.00	1,000,000.00	1,000.00	1,000,000.00	1,000.00	1.00	1.00
Des Moines, Northern & Western	675,266.29	717,254.41	308,055.88	308,055.88	367,210.41	409,198.53	675,266.29	1,000.00	675,266.29	1,000.00	1.00	1.00
Dubuque & Sioux Falls	1,000,000.00	1,000,000.00	400,000.00	400,000.00	600,000.00	600,000.00	1,000,000.00	1,000.00	1,000,000.00	1,000.00	1.00	1.00
Des Moines, Northern & Western	675,266.29	717,254.41	308,055.88	308,055.88	367,210.41	409,198.53	675,266.29	1,000.00	675,266.29	1,000.00	1.00	1.00
Dubuque & Sioux Falls	1,000,000.00	1,000,000.00	400,000.00	400,000.00	600,000.00	600,000.00	1,000,000.00	1,000.00	1,000,000.00	1,000.00	1.00	1.00
Des Moines, Northern & Western	675,266.29	717,254.41	308,055.88	308,055.88	367,210.41	409,198.53	675,266.29	1,000.00	675,266.29	1,000.00	1.00	1.00
Dubuque & Sioux Falls	1,000,000.00	1,000,000.00	400,000.00	400,000.00	600,000.00	600,000.00	1,000,000.00	1,000.00	1,000,000.00	1,000.00	1.00	1.00
Des Moines, Northern & Western	675,266.29	717,254.41	308,055.88	308,055.88	367,210.41	409,198.53	675,266.29	1,000.00	675,266.29	1,000.00	1.00	1.00
Dubuque & Sioux Falls	1,000,000.00	1,000,000.00	400,000.00	400,000.00	600,000.00	600,000.00	1,000,000.00	1,000.00	1,000,000.00	1,000.00	1.00	1.00
Des Moines, Northern & Western	675,266.29	717,254.41	308,055.88	308,055.88	367,210.41	409,198.53	675,266.29	1,000.00	675,266.29	1,000.00	1.00	1.00
Dubuque & Sioux Falls	1,000,000.00	1,000,000.00	400,000.00	400,000.00	600,000.00	600,000.00	1,000,000.00	1,000.00	1,000,000.00	1,000.00	1.00	1.00
Des Moines, Northern & Western	675,266.29	717,254.41	308,055.88	308,055.88	367,210.41	409,198.53	675,266.29	1,000.00	675,266.29	1,000.00	1.00	1.00
Dubuque & Sioux Falls	1,000,000.00	1,000,000.00	400,000.00	400,000.00	600,000.00	600,000.00	1,000,000.00	1,000.00	1,000,000.00	1,000.00	1.00	1.00
Des Moines, Northern & Western	675,266.29	717,254.41	308,055.88	308,055.88	367,210.41	409,198.53	675,266.29	1,000.00	675,266.29	1,000.00	1.00	1.00
Dubuque & Sioux Falls	1,000,000.00	1,000,000.00	400,000.00	400,000.00	600,000.00	600,000.00	1,000,000.00	1,000.00	1,000,000.00	1,000.00	1.00	1.00
Des Moines, Northern & Western	675,266.29	717,254.41	308,055.88	308,055.88	367,210.41	409,198.53	675,266.29	1,000.00	675,266.29	1,000.00	1.00	1.00
Dubuque & Sioux Falls	1,000,000.00	1,000,000.00	400,000.00	400,000.00	600,000.00	600,000.00	1,000,000.00	1,000.00	1,000,000.00	1,000.00	1.00	1.00
Des Moines, Northern & Western	675,266.29	717,254.41	308,055.88	308,055.88	367,210.41	409,198.53	675,266.29	1,000.00	675,266.29	1,000.00	1.00	1.00
Dubuque & Sioux Falls	1,000,000.00	1,000,000.00	400,000.00	400,000.00	600,000.00	600,000.00	1,000,000.00	1,000.00	1,000,000.00	1,000.00	1.00	1.00
Des Moines, Northern & Western	675,266.29	717,254.41	308,055.88	308,055.88	367,210.41	409,198.53	675,266.29	1,000.00	675,266.29	1,000.00	1.00	1.00
Dubuque & Sioux Falls	1,000,000.00	1,000,000.00	400,000.00	400,000.00	600,000.00	600,000.00	1,000,000.00	1,000.00	1,000,000.00	1,000.00	1.00	1.00
Des Moines, Northern & Western	675,266.29	717,254.41	308,055.88	308,055.88	367,210.41	409,198.53	675,266.29	1,000.00	675,266.29	1,000.00	1.00	1.00
Dubuque & Sioux Falls	1,000,000.00	1,000,000.00	400,000.00	400,000.00	600,000.00	600,000.00	1,000,000.00	1,000.00	1,000,000.00	1,000.00	1.00	1.00
Des Moines, Northern & Western	675,266.29	717,254.41	308,055.88	308,055.88	367,210.41	409,198.53	675,266.29	1,000.00	675,266.29	1,000.00	1.00	1.00
Dubuque & Sioux Falls	1,000,000.00	1,000,000.00	400,000.00	400,000.00	600,000.00	600,000.00	1,000,000.00	1,000.00	1,000,000.00	1,000.00	1.00	1.00
Des Moines, Northern & Western	675,266.29	717,254.41	308,055.88	308,055.88	367,210.41	409,198.53	675,266.29	1,000.00	675,266.29	1,000.00	1.00	1.00
Dubuque & Sioux Falls	1,000,000.00	1,000,000.00	400,000.00	400,000.00	600,000.00	600,000.00	1,000,000.00	1,000.00	1,000,000.00	1,000.00	1.00	1.00
Des Moines, Northern & Western	675,266.29	717,254.41	308,055.88	308,055.88	367,210.41	409,198.53	675,266.29	1,000.00	675,266.29	1,000.00	1.00	1.00
Dubuque & Sioux Falls	1,000,000.00	1,000,000.00	400,000.00	400,000.00	600,000.00	600,000.00	1,000,000.00	1,000.00	1,000,000.00	1,000.00	1.00	1.00
Des Moines, Northern & Western	675,266.29	717,254.41	308,055.88	308,055.88	367,210.41	409,198.53	675,266.29	1,000.00	675,266.29	1,000.00	1.00	1.00
Dubuque & Sioux Falls	1,000,000.00	1,000,000.00	400,000.00	400,000.00	600,000.00	600,000.00	1,000,000.00	1,000.00	1,000,000.00	1,000.00	1.00	1.00
Des Moines, Northern & Western	675,266.29	717,254.41	308,055.88	308,055.88	367,210.41	409,198.53	675,266.29	1,000.00	675,266.29	1,000.00	1.00	1.00
Dubuque & Sioux Falls	1,000,000.00	1,000,000.00	400,000.00	400,000.00	600,000.00	600,000.00	1,000,000.00	1,000.00	1,000,000.00	1,000.00	1.00	1.00
Des Moines, Northern & Western	675,266.29	717,254.41	308,055.88	308,055.88	367,210.41	409,198.53	675,266.29	1,000.00	675,266.29	1,000.00	1.00	1.00
Dubuque & Sioux Falls	1,000,000.00	1,000,000.00	400,000.00	400,000.00	600,000.00	600,000.00	1,000,000.00	1,000.00	1,000,000.00	1,000.00	1.00	1.00
Des Moines, Northern & Western	675,266.29	717,254.41	308,055.88	308,055.88	367,210.41	409,198.53	675,266.29	1,000.00	675,266.29	1,000.00	1.00	1.00
Dubuque & Sioux Falls	1,000,000.00	1,000,000.00	400,000.00	400,000.00	600,000.00	600,000.00	1,000,000.00	1,000.00	1,000,000.00	1,000.00	1.00	1.00
Des Moines, Northern & Western	675,266.29	717,254.41	308,055.88	308,055.88	367,210.41	409,198.53	675,266.29	1,000.00	675,266.29	1,000.00	1.00	1.00
Dubuque & Sioux Falls	1,000,000.00	1,000,000.00	400,000.00	400,000.00	600,000.00	600,000.00	1,000,000.00	1,000.00	1,000,000.00	1,000.00	1.00	1.00
Des Moines, Northern & Western	675,266.29	717,254.41	308,055.88	308,055.88	367,210.41	409,198.53	675,266.29	1,000.00	675,266.29	1,000.00	1.00	1.00
Dubuque & Sioux Falls	1,000,000.00	1,000,000.00	400,000.00	400,000.00	600,000.00	600,000.00	1,000,000.00	1,000.00	1,000,000.00	1,000.00	1.00	1.00
Des Moines, Northern & Western	675,266.29	717,254.41	308,055.88	308,055.88	367,210.41	409,198.53	675,266.29	1,000.00	675,266.29	1,000.00	1.00	1.00
Dubuque & Sioux Falls	1,000,000.00	1,000,000.00	400,000.00	400,000.00	600,000.00	600,000.00	1,000,000.00	1,000.00	1,000,000.00	1,000.00	1.00	1.00
Des Moines, Northern & Western	675,266.29	717,254.41	308,055.88	308,055.88	367,210.41	409,198.53	675,266.					

• Debt:

COMPILATION OF RETURNS

TABLE No. XXIII—CURRENT ASSETS AND LIABILITIES,
CASH AND CURRENT ASSETS AVAILABLE FOR PAYMENT OF DEBTS

RAILROADS.	Cash.	Bills receiv- able.	Due from agents.	Net traffic bal- ance from companies.	Due from sol- vents and other com- panies.	Other cash and instruments.	Balance cur- rent liability.	Total.
Ames and College	291,507.41	10,105.55					273,311.86	564,819.27
Albia and Centerville	2,753,375.41	203,375.41	130.86		24,110.10	520.00	6,012.91	3,003,494.68
Chicago, Burlington & Quincy	45,097.95		1,320.00		2,660,798.99	78,102.84		3,435,319.78
Kansas City, St. Louis & Kansas City	30,468.47	2,300.00	29,177.96		10,779.00		1,040,000.50	31,685.93
St. Louis, Keokuk & Northwestern	10,508.17	1,200.00	9,308.17		75,112.07	32,051.51	100,000.00	410,550.17
Chicago, St. Paul & Des Moines	11,127.56	2,500.00	13,627.56		543.21	1,084.70	11,683.01	26,346.04
Chicago, Milwaukee & St. Paul	493,552	428.15	493.55		243,534.58	9,067,195.18	24,062.26	33,178,155.15
Chicago & North Western	2,669,339.52	203,028.15	2,872,367.67		106,723.67	24,567.86		3,144,989.35
Chicago & Western	275,536.41	30,189.35	305,725.76		8,843.35	214,201.00	2,398,179.47	3,027,555.94
Chicago, St. Paul & Kansas City	21,800.00	21,800.00	43,600.00		70,410.10	1,697,235.50	4,127,126.83	2,021,551.54
Chicago Great Western	860,054.71		860,054.71		1,000,535.07	48,102.99		2,760,746.78
Chicago, Santa Fe & California	649,112.69	692.25	208,101					2,034,119.27
Grand Central								
Chicago, St. Paul & Western	2,477.13	14,125	14,125		2,676.44		3,341,691.29	3,341,691.29
Homestead & Sioux Falls		22,750.00	1,400.00	14.39	2,676.44			
Rock Island & St. Louis	4,322.17		6,032.44	8,469.28	34,794.66		186,153.16	235,937.58
Iowa Northern	76,677.46		58,162.44	2,621.26	94,520.73	243.85	196,576.54	335,937.58
Chicago & Western	29,075.71		1,052.37		15,519.75		125,670.32	160,258.85
Missouri & St. Louis	2,000.74	600.00			5,055.31		470,638.12	476,693.17
Omaha & St. Louis	49,265.67		48,435.71	1,270.56	1,054.25		3,207.14	93,944.33
Pattee and Chain & McGregor	11,470.11		4,441.00		17,846.16	4,207.53	366,195.08	430,514.88
St. Louis & Northwestern			25,819.71	24,741.32	17,846.16	83,754.60	2,299,418.02	2,445,719.87
St. Louis City & Pacific	4,608.36		11,112.35	10,137.10	35,002.36	112,500.00	24,673.95	133,445.12
Tabor & Northern	86,308.36	125.00	77,100.21	1,360.00				163,611.29
Wabash	111.16			200.00				167,598.29
Wichita			106,611.41		40,312.44	1,661,862.84	125,068.98	2,668,255.63
Wichita & Northwestern	600,075.14							1,051,011.29
Wichita & Santa Fe								167,598.29
Wichita & Santa Fe Railroad & Toll Bridge Co.								25,357.91
Wichita & Santa Fe	2,012.63	22,845.58						118,092.16
Burlington & Northwestern	1,072.10		1,064.90	3,675.26	73,388.21		118,092.16	109,829.60
Chicago & North Western	8,067.83	50.00	1,064.90	1,016.26	23,388.21		118,092.16	109,829.60
Des Moines & Kansas City				30.44	35,232.91		33,240.01	431,941.00
Total.	3,002,574,125	1,203,138.57	3,390,347.03	284,585.41	8,524,447.28	14,109,730.63	48,297,186.25	48,297,186.25

TABLE No. XXIV—CURRENT ASSETS AND LIABILITIES—CONTINUED.
CURRENT LIABILITIES ACCRUED TO AND INCLUDING JUNE 30, 1933.

[illegible]

TABLE No. XXV--SURPLUS.

[illegible]

REPORT OF RAILROAD COMMISSIONERS

TABLE No. XXVIII—EMPLOYES AND SALARIES

RAILROADS	GENERAL OFFICERS				STATION AGENTS				OTHER STATION MEN				ENGINE MEN			
	Number.	Total Yearly Compensation.	Average Daily Compensation.	Number.	Total Yearly Compensation.	Average Daily Compensation.	Number.	Total Yearly Compensation.	Average Daily Compensation.	Number.	Total Yearly Compensation.	Average Daily Compensation.	Number.	Total Yearly Compensation.	Average Daily Compensation.	
Ames & College	17	34,727.45	19.29	10	55,629.36	1.36	11	100,733.99	6.84	141	60,049.79	8.43	107	102,010.69	7.50	
Ames & Centralville	14	30,571.21	13.14	960	72,653.73	1.51	728	444,058.84	6.10	2,581	679,068.26	2.59	1,197	1,399,721.78	1.16	
Chicago, Burlington & Quincy	116	27,469.16	23.64	360	47,639.15	1.32	324	244,530.36	7.54	1,080	469,848.16	4.34	3,494	1,070,721.84	3.06	
Chicago & North Western	116	27,469.16	23.64	360	47,639.15	1.32	324	244,530.36	7.54	1,080	469,848.16	4.34	3,494	1,070,721.84	3.06	
Kansas City, St. Jo. & Council Bluffs	116	27,469.16	23.64	360	47,639.15	1.32	324	244,530.36	7.54	1,080	469,848.16	4.34	3,494	1,070,721.84	3.06	
St. Louis, Keokuk & New Orleans	116	27,469.16	23.64	360	47,639.15	1.32	324	244,530.36	7.54	1,080	469,848.16	4.34	3,494	1,070,721.84	3.06	
Chicago, St. Paul & North Western	116	27,469.16	23.64	360	47,639.15	1.32	324	244,530.36	7.54	1,080	469,848.16	4.34	3,494	1,070,721.84	3.06	
Chicago, Milwaukee & St. Paul	64	329,524.74	10.45	424	308,440.16	2.26	864	307,099.52	1.60	1,608	1,071,606.66	6.61	1,034	1,207,441.32	1.16	
Chicago & Northwestern	116	27,469.16	23.64	360	47,639.15	1.32	324	244,530.36	7.54	1,080	469,848.16	4.34	3,494	1,070,721.84	3.06	
Chicago & Great Western	116	27,469.16	23.64	360	47,639.15	1.32	324	244,530.36	7.54	1,080	469,848.16	4.34	3,494	1,070,721.84	3.06	
Chicago, St. P., Minneapolis & Omaha	116	27,469.16	23.64	360	47,639.15	1.32	324	244,530.36	7.54	1,080	469,848.16	4.34	3,494	1,070,721.84	3.06	
Chicago, St. P. & Council Bluffs	116	27,469.16	23.64	360	47,639.15	1.32	324	244,530.36	7.54	1,080	469,848.16	4.34	3,494	1,070,721.84	3.06	
Chicago, St. P. & North Western	116	27,469.16	23.64	360	47,639.15	1.32	324	244,530.36	7.54	1,080	469,848.16	4.34	3,494	1,070,721.84	3.06	
Chicago, St. P. & Omaha	116	27,469.16	23.64	360	47,639.15	1.32	324	244,530.36	7.54	1,080	469,848.16	4.34	3,494	1,070,721.84	3.06	
Chicago, St. P. & Council Bluffs	116	27,469.16	23.64	360	47,639.15	1.32	324	244,530.36	7.54	1,080	469,848.16	4.34	3,494	1,070,721.84	3.06	
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*Salary of general officers and general office clerks are prorated between four companies.

— **SALES OF GENERAL INVESTMENT SECURITIES** —

COMPILATION OF RETURNS.

TABLE No. XXIX—EMPLOYES AND SALARIES—CONTINUED.

RAILROADS				OTHER TRAIN MEN				MACHINISTS				CARPENTERS			
RIDEREN				CONDUCTOR				MACHINISTS				CARPENTERS			
Number	Total yearly compen- sation	A. v. daily compen- sation	Number	Total yearly compen- sation	A. v. daily compen- sation	Number	Total yearly compen- sation	A. v. daily compen- sation	Number	Total yearly compen- sation	A. v. daily compen- sation	Number	Total yearly compen- sation	A. v. daily compen- sation	
135	95,508.55	703.85	65	51,246.60	787.46	127	518,357.91	4,081.65	27	111,591.85	4,135.25	296	1,111,911.85	3,735.25	
135	678,000.00	5,022.22	272	205,000.00	755.55	367	2,000,000.00	5,449.32	27	734,000.00	2,718.51	296	1,111,911.85	3,735.25	
135	32,504.00	241.55	272	205,000.00	755.55	367	2,000,000.00	5,449.32	27	734,000.00	2,718.51	296	1,111,911.85	3,735.25	
47	32,841.12	1,166.20	272	205,000.00	755.55	367	2,000,000.00	5,449.32	27	734,000.00	2,718.51	296	1,111,911.85	3,735.25	
1005	603,000.00	5,952.38	313	513,531.30	1,640.68	313	1,652,000.00	5,277.92	27	620,000.00	2,296.29	296	1,111,911.85	3,735.25	
1005	740,000.00	5,952.38	313	513,531.30	1,640.68	313	1,652,000.00	5,277.92	27	620,000.00	2,296.29	296	1,111,911.85	3,735.25	
1005	740,000.00	5,952.38	313	513,531.30	1,640.68	313	1,652,000.00	5,277.92	27	620,000.00	2,296.29	296	1,111,911.85	3,735.25	
1005	740,000.00	5,952.38	313	513,531.30	1,640.68	313	1,652,000.00	5,277.92	27	620,000.00	2,296.29	296	1,111,911.85	3,735.25	
1005	740,000.00	5,952.38	313	513,531.30	1,640.68	313	1,652,000.00	5,277.92	27	620,000.00	2,296.29	296	1,111,911.85	3,735.25	
1005	740,000.00	5,952.38	313	513,531.30	1,640.68	313	1,652,000.00	5,277.92	27	620,000.00	2,296.29	296	1,111,911.85	3,735.25	
1005	740,000.00	5,952.38	313	513,531.30	1,640.68	313	1,652,000.00	5,277.92	27	620,000.00	2,296.29	296	1,111,911.85	3,735.25	
1005	740,000.00	5,952.38	313	513,531.30	1,640.68	313	1,652,000.00	5,277.92	27	620,000.00	2,296.29	296	1,111,911.85	3,735.25	
1005	740,000.00	5,952.38	313	513,531.30	1,640.68	313	1,652,000.00	5,277.92	27	620,000.00	2,296.29	296	1,111,911.85	3,735.25	
1005	740,000.00	5,952.38	313	513,531.30	1,640.68	313	1,652,000.00	5,277.92	27	620,000.00	2,296.29	296	1,111,911.85	3,735.25	
1005	740,000.00	5,952.38	313	513,531.30	1,640.68	313	1,652,000.00	5,277.92	27	620,000.00	2,296.29	296	1,111,911.85	3,735.25	
1005	740,000.00	5,952.38	313	513,531.30	1,640.68	313	1,652,000.00	5,277.92	27	620,000.00	2,296.29	296	1,111,911.85	3,735.25	
1005	740,000.00	5,952.38	313	513,531.30	1,640.68	313	1,652,000.00	5,277.92	27	620,000.00	2,296.29	296	1,111,911.85	3,735.25	
1005	740,000.00	5,952.38	313	513,531.30	1,640.68	313	1,652,000.00	5,277.92	27	620,000.00	2,296.29	296	1,111,911.85	3,735.25	
1005	740,000.00	5,952.38	313	513,531.30	1,640.68	313	1,652,000.00	5,277.92	27	620,000.00	2,296.29	296	1,111,911.85	3,735.25	
1005	740,000.00	5,952.38	313	513,531.30	1,640.68	313	1,652,000.00	5,277.92	27	620,000.00	2,296.29	296	1,111,911.85	3,735.25	
1005	740,000.00	5,952.38	313	513,531.30	1,640.68	313	1,652,000.00	5,277.92	27	620,000.00	2,296.29	296	1,111,911.85	3,735.25	
1005	740,000.00	5,952.38	313	513,531.30	1,640.68	313	1,652,000.00	5,277.92	27	620,000.00	2,296.29	296	1,111,911.85	3,735.25	
1005	740,000.00	5,952.38	313	513,531.30	1,640.68	313	1,652,000.00	5,277.92	27	620,000.00	2,296.29	296	1,111,911.85	3,735.25	
1005	740,000.00	5,952.38	313	513,531.30	1,640.68	313	1,652,000.00	5,277.92	27	620,000.00	2,296.29	296	1,111,911.85	3,735.25	
1005	740,000.00	5,952.38	313	513,531.30	1,640.68	313	1,652,000.00	5,277.92	27	620,000.00	2,296.29	296	1,111,911.85	3,735.25	
1005	740,000.00	5,952.38	313	513,531.30	1,640.68	313	1,652,000.00	5,277.92	27	620,000.00	2,296.29	296	1,111,911.85	3,735.25	
1005	740,000.00	5,952.38	313	513,531.30	1,640.68	313	1,652,000.00	5,277.92	27	620,000.00	2,296.29	296	1,111,911.85	3,735.25	
1005	740,000.00	5,952.38	313	513,531.30	1,640.68	313	1,652,000.00	5,277.92	27	620,000.00	2,296.29	296	1,111,911.85	3,735.25	
1005	740,000.00	5,952.38	313	513,531.30	1,640.68	313	1,652,000.00	5,277.92	27	620,000.00	2,296.29	296	1,111,911.85	3,735.25	
1005	740,000.00	5,952.38	313	513,531.30	1,640.68	313	1,652,000.00	5,277.92	27	620,000.00	2,296.29	296	1,111,911.85	3,735.25	
1005	740,000.00	5,952.38	313	513,531.30	1,640.68	313	1,652,000.00	5,277.92	27	620,000.00	2,296.29	296	1,111,911.85	3,735.25	
1005	740,000.00	5,952.38	313	513,531.30	1,640.68	313	1,652,000.00	5,277.92	27	620,000.00	2,296.29	296	1,111,911.85	3,735.25	
1005	740,000.00	5,952.38	313	513,531.30	1,640.68	313	1,652,000.00	5,277.92	27	620,000.00	2,296.29	296	1,111,911.85	3,735.25	
1005	740,000.00	5,952.38	313	513,531.30	1,640.68	313	1,652,000.00	5,277.92	27	620,000.00	2,296.29	296	1,111,911.85	3,735.25	
1005	740,000.00	5,952.38	313	513,531.30	1,640.68	313	1,652,000.00	5,277.92	27	620,000.00	2,296.29	296	1,111,911.85	3,735.25	
1005	740,000.00	5,952.38	313	513,531.30	1,640.68	313	1,652,000.00	5,277.92	27	620,000.00	2,296.29	296	1,111,911.85	3,735.25	
1005	740,000.00	5,952.38	313	513,531.30	1,640.68	313	1,652,000.00	5,277.92	27	620,000.00	2,296.29	296	1,111,911.85	3,735.25	
1005	740,000.00	5,952.38	313	513,531.30	1,640.68	313	1,652,000.00	5,277.92	27	620,000.00	2,296.29	296	1,111,911.85	3,735.25	
1005	740,000.00	5,952.38	313	513,531.30	1,640.68	313	1,652,000.00	5,277.92	27	620,000.00	2,296.29	296	1,111,911.85	3,735.25	
1005	740,000.00	5,952.38	313	513,531.30	1,640.68	313	1,652,000.00	5,277.92	27	620,000.00	2,296.29	296	1,111,911.85	3,735.25	
1005	740,000.00	5,952.38	313	513,531.30	1,640.68	313	1,652,000.00	5,277.92	27	620,000.00	2,296.29	296	1,111,911.85	3,735.25	
1005	740,000.00	5,952.38	313	513,531.30	1,640.68	313	1,652,000.00	5,277.92	27	620,000.00	2,296.29	296	1,111,911.85	3,735.25	
1005	740,000.00	5,952.38	313	513,531.30	1,640.68	313	1,652,000.00	5,277.92	27	620,000.00	2,296.29	296	1,111,911.85	3,735.25	
1005	740,000.00	5,952.38	313	513,531.30	1,640.68	313	1,652,000.00	5,277.92	27	620,000.00	2,296.29	296	1,111,911.85	3,735.25	
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1005	740,000.00	5,952.38	313	513,531.30	1,640.68	313	1,652,000.00	5,277.92	27	620,000.00	2,296.29	296	1,111,911.85	3,735.25	
1005	740,000.00	5,952.38	313	513,531.30	1,640.68	313	1,652,000.00	5,277.92	27	620,000.00	2,296.29	296	1,111,911.85	3,735.25	
1005	740,000.00	5,952.38	313	513,531.30	1,640.68	313	1,652,000.00	5,277.92	27	620,000.00	2,296.29	296	1,111,911.85	3,735.25	
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1005	740,000.00	5,952.38	313	513,531.30	1,640.68	313	1,652,000.00	5,277.92	27	620,000.00	2,296.29	296	1,111,911.85	3,735.25	
1005	740,000.00	5,952.38	313	513,531.30	1,640.68	313	1,652,000.00	5,277.92	27	620,000.00	2,296.29	296	1,111,911.85	3,735.25	
1005	740,000.00	5,952.38	313	513,531.30	1,640.68	313	1,652,000.00	5,277.92	27	620,000.00	2,296.29	296	1,111,911.85	3,735.25	
1005	740,000.00	5,952.38	313	513,531.30	1,640.68	313	1,652,000.00	5,277.92	27	620,000.00	2,296.29	296	1,111,911.85	3,735.25	
1005	740,000.00	5,952.38	313	513,531.30	1,640.68	313	1,652,000.00	5,277.92	27	620,000.00	2,296.29	296	1,111,911.85	3,735.25	
1005	740,000.00	5,952.38	313	513,531.30	1,640.68	313	1,652,000.00	5,277.92	27	620,000.00	2,296.29	296	1,111,911.85	3,735.25	
1005	740,000.00	5,952.38	313	513,531.30	1,640.68	313	1,652,000.00	5,277.92	27	620,000.00	2,296.29	296	1,111,911.85	3,735.25	
1005	740,000.00	5,952.38	313	513,531.30	1,640.68	313	1,652,000.00	5,277.92	27	620,000.00	2,296.29	296	1,111,911.85	3,735.25	
1005	740,000.00	5,952.38	313	513,531.30	1,640.68	313	1,652,000.00	5,277.92	27	620,000.00	2,296.29	296	1,111,911.85	3,735.25	
1005	740,000.00	5,952.38	313	513,531.30	1,640.68	313	1,652,000.00	5,277.92	27	620,000.00	2,296.29	296	1,111,911.85	3,735.25	
1005	740,000.00	5,952.38	313	513,531.30	1,640.68	313	1,652,000.00	5,277.92	27	620,000.00	2,296.29	296	1,111,911.85	3,735.25	
1005	740,000.00	5,952.38	313	513,531.30	1,640.68	313	1,652,000.00	5,277.92	27	620,000.00	2,296.29	296	1,111,911.85	3,735.25	
1005	740,000.00	5,952.38	313	513,531.30	1,640.68	313	1,652,000.00	5,277.92	27	620,000.00	2,296.29	296	1,111,911.85	3,735.25	
1005	740,000.00	5,952.38	313	513,531.30	1,640.68	313	1,652,000.00	5,277.92	27	620,000.00	2,296.29	296	1,111,911.85	3,735.25	
1005	740,000.00	5,952.38	313	513,531.30	1,640.68	313	1,652,000.00	5,277.92							

REPORT OF RAILROAD COMMISSIONERS

TABLE No. XXX—EMPLOYES AND SALARIES—CONTINUED.

[illegible]

TABLE NO. XXXI—EMPLOYES AND SALARIES.

[illegible]

REPORT OF RAILROAD COMMISSIONERS

TABLE No. XXXII—EMPLOYES AND SALARIES—CONTINUED.
DISTRIBUTION OF SAME.

[illegible]

* Including general officers. † Mileage basis.

* Including general officers.

TABLE No. XXXIII—BRIDGES, CULVERTS, CATTLE GUARDS, ETC., IN IOWA.

[illegible]

TABLE No. XXXIV—RENEWAL OF BRIDGES AND CULVERTS IN IOWA

[illegible]

TABLE NO. XXXV—HIGHWAY CROSSINGS, FENCING—CONTINUED

RAILROADS.	HIGHWAY CROSSING.						FENCING IN IOWA.				
	At grade.	With gates and drawbars.	Over track.	Under track.	at feet above track.	Less than 21 feet above track.	Number of miles.	Average cost per rod.	Total cost.	Miles built during year.	Total miles needed to complete.
Ames & College							1	100			
Burlington, Cedar Rapids & North	1,138	8	4	11	2	2	1,875	1.00	601,154.00	86.00	153.00
Albia & Centerville	60						20	2,092.00			18.00
Chicago, St. Jo. & Quincy	765	11	20	24	21	16	1,302	.90	43,776.00	2.26	132.00
Chicago, Burlington & Kansas City	69						144	.66	43,848.00		
Kan. City, St. Jo. and Council Bluffs	20						14	1.45			
St. Louis, Keokuk & Northwestern	20						60	.68	10,164.80		
Chicago, Ft. Burlington & Des Moines	20						1	50.00			11.00
Chicago, Iowa & Dakota	20						1	50.00			
Chicago, Milwaukee & St. Paul	1,942	30	49	47	15	2,536	.31	383,081.00	21,100.00	160.00	
Chicago & Northwestern	87	14	14	15		1,161	.21	1,300.00	1.30	650.00	
Chicago, Rock Island & Pacific	1,098	35	30	45	30	1,332					
Chicago, St. Paul & Kansas City	538	7	6	10		82	.67	190,547.31			
Chicago, Great Western							128	.73	23,740.00		
Chicago, St. Paul, Minn. & Omaha	14						40	.69	7,208.24		
Chicago, St. Paul & California	14		1	2	1	1	20	.60		2.00	6.00
Crooked Creek	14						40	.60			
Des Moines, Northern Western	14						28	.67	46.00		
Dubuque & Sioux City							1	1.00			
Hemiston & Shenandoah	87	6	16	6		109	.53	22,535.91			
Iowa Central	282					720					
Iowa Northern	4					2				2.00	7.00
Keokuk & Western	87					72	1.00	21,624.00			
Nason City & Ft. Dodge	4					1	32	27,695.94			
Minneapolis & St. Louis											
Omaha & St. Louis	81		1			124					
Palmer du Chien & McGregor											
Sioux City & Northern	44	4	2	2		154				153.00	
Sioux City & Pacific	102	6				169	1.97	31,488.00	389.00		
Labor & Northern	9			1		11	.35	1,364.50	1.53	8.40	
Union Pacific	63						45	8,853.60	7.50	37.00	
Wabash					1	50	.45				
Western & Southwestern	63					46					
Mississippi River Ed. & T. B. Co	20										
Des Moines Union	20										
SANDWICH ISLAND ROADS.											
Burlington & Northwestern	38					29	.73	6,838.51	4.95	22.00	
Burlington & Western	63					51	.78	12,001.32	82.14		
Des Moines & Kansas City	120					140	.50	22,469.00	12.00	60.00	
Totals	8,031	120	120	184	97	92	13,084	41,289,120.80	440,157.74		

COMPILATION OF RETURNS

TABLE NO. XXXVII.—TRAIN MILEAGE, WEIGHT OF TRAINS, ETC.

TABLE NO. XXXVII.—TRAIN MILEAGE, WEIGHT OF TRAINS, ETC.

also

REPORT OF RAILROAD COMMISSIONERS

TABLE NO. XLII—TONNAGE—ENTIRE LINE—CONTINUED.

[illegible]

TABLE No. XLIII—TONNAGE—ENTIRE LINE—CONTINUED.

[illegible]

TABLE No. XLIV—TONNAGE—ENTIRE LINE—CONCLUDED.

RAILROADS.	MANUFACTURES.					Total tonnage— entire line.	Originating on this road.	Received from other roads.
	Agricultural implements.	Wagon, car, trucks, tools, etc.	Wine, liquors and beer.	Household furniture.	Merchandise.			
Amos & College.	39,969	7,880				47,849		
Burlington, Cedar R. & N.	10					10		
Albia & Centerville.	10					10		
Chicago, Burlington & Q.								
Chl., Burlington & R. O.								
K. C. St. Jo. & C. B.								
St. L., R. & N. W.								
Chl., Ft. Mad. & Des M.								
Chl., Iowa & Dakota.								
Chl., Milwaukee & St. P.	33,724	30,045	34,014	37,313	97,847	889,655	12,261,705	10,542,801
Chl. & Northwestern.	194,431	131,756	177,725	115,677	1,135,652	584,632	13,823,836	12,596,797
Chl., Rock Island & Pac.	66,357	30,566	34,190	36,815	79,877	15,368	5,531,663	2,598,247
Chl. Great Western.	7,961	3,908	9,108	9,014	101,235	71,365	1,087,598	1,204,289
Chl., St. Paul, Minn. & O.	18,891	5,349	18,618	23,097	104,247	337,591	3,650,908	2,598,247
Chl., Santa Fe & Cal.	32,870	32,490	34,185	16,740	27,612	24,800	2,408,571	1,160,372
Crooked Creek.								
Des Moines, Northern & W.	1,810	2,128	520	502	15,303	1,591	18,440	150,731
Des Moines & Sioux City.	5,118	1,810	3,484	4,740	18,967	92,584	844,339	699,612
Harmonist & Shanandoah.	141				3,488	2,885	59,282	330,027
Iowa Central.	12,107	2,804	9,228	7,674	15,802	32,890	1,205,509	917,923
Iowa Northern.	813						187,785	197,785
Kankakee & Western.		246	530		3,913	14,632	229,408	302,130
Mason City & Ft. Dodge.		449			2,500	5,674	103,889	97,587
Minneapolis & St. Louis.	14,920	3,779	9,139	8,691	78,664	47,289	1,218,845	730,630
Omaha & St. Louis.	2,997	1,620	1,080		12,971		603,983	82,927
Prairie du Chien & McQ.								
Sioux City & Northern.	1,008	542	1,080	1,346	8,690	10,730	145,346	63,580
Sioux City & Pacific.	2,487	2,708	2,308	4,844	14,030	6,643	450,695	143,356
Tabor & Northern.						5,675	6,675	2,322
Union Pacific.	20,898	14,071	57,317	10,091	49,948	900,312	7,695,387	
Wabash.								
Winona & Southwestern.								
Miss. R. R. & T. B. Co.								
Des Moines Union.								
NARROW GAUGE ROADS.								
Burlington & N. W.								
Burlington & Western.								
Des Moines & Kansas City.	836				8,977	10,393	7,630	60,090
Total.	819,454	305,277	687,385	304,232	4,354,102	32,937,137	66,071,075	32,629,348

*East of Missouri River.

TABLE No. XLV—TONNAGE—STATE OF IOWA.

RAILROADS.	PRODUCTS OF AGRICULTURE.										PRODUCTS OF ANIMALS.									
	Wheat.	Barley.	Oats.	Rye.	Corn.	Grass seed.	Vegetables.	Cotton.	Tobacco.	Hay.	Other products.	Flour.	Grain.	Butter, eggs and cheese.	Live stock.	Dressed meat.	Other pack.	Poultry and game.	Wool.	Hides and leather.
Amos & College.																				
Burlington, Cedar R. & N.																				
Albia & Centerville.																				
Chicago, Burlington & Q.																				
Chl., Burlington & R. O.																				
K. C. St. Jo. & C. B.																				
St. L., R. & N. W.																				
Chl., Ft. Mad. & Des M.																				
Chl., Iowa & Dakota.																				
Chl., Milwaukee & St. P.	33,724	30,045	34,014	37,313	97,847	889,655	12,261,705	10,542,801	1,718,904											
Chl. & Northwestern.	194,431	131,756	177,725	115,677	1,135,652	584,632	13,823,836	12,596,797	2,598,247											
Chl., Rock Island & Pac.	66,357	30,566	34,190	36,815	79,877	15,368	5,531,663	2,598,247	712,631											
Chl. Great Western.	7,961	3,908	9,108	9,014	101,235	71,365	1,087,598	1,204,289	284,200											
Chl., St. Paul, Minn. & O.	18,891	5,349	18,618	23,097	104,247	337,591	3,650,908	2,598,247	712,631											
Chl., Santa Fe & Cal.	32,870	32,490	34,185	16,740	27,612	24,800	2,408,571	1,160,372	1,229,190											
Crooked Creek.																				
Des Moines, Northern & W.	1,810	2,128	520	502	15,303	1,591	18,440	150,731	53,679											
Des Moines & Sioux City.	5,118	1,810	3,484	4,740	18,967	92,584	844,339	699,612	330,027											
Harmonist & Shanandoah.	141				3,488	2,885	59,282													
Iowa Central.	12,107	2,804	9,228	7,674	15,802	32,890	1,205,509	917,923	437,946											
Iowa Northern.	813						187,785	197,785												
Kankakee & Western.		246	530		3,913	14,632	229,408	302,130	27,579											
Mason City & Ft. Dodge.		449			2,500	5,674	103,889	97,587	19,292											
Minneapolis & St. Louis.	14,920	3,779	9,139	8,691	78,664	47,289	1,218,845	730,630	469,883											
Omaha & St. Louis.	2,997	1,620	1,080		12,971		603,983	82,927	521,636											
Prairie du Chien & McQ.																				
Sioux City & Northern.	1,008	542	1,080	1,346	8,690	10,730	145,346	63,580												
Sioux City & Pacific.	2,487	2,708	2,308	4,844	14,030	6,643	450,695	143,356	216,339											
Tabor & Northern.						5,675	6,675	2,322												
Union Pacific.	20,898	14,071	57,317	10,091	49,948	900,312	7,695,387													
Wabash.																				
Winona & Southwestern.																				
Miss. R. R. & T. B. Co.																				
Des Moines Union.																				
NARROW GAUGE ROADS.																				
Burlington & N. W.																				
Burlington & Western.																				
Des Moines & Kansas City.	836				8,977	10,393	7,630	60,090	57,062											
Total.	819,454	305,277	687,385	304,232	4,354,102	32,937,137	66,071,075	32,629,348	10,568,097											

* Estimated.

REPORT OF RAILROAD COMMISSIONERS

TABLE No. XLVI.—TONNAGE—STATE OF IOWA—CONTINUED.

[illegible]

patrolling

patrolling

COMPILATION OF RETURNS

TABLE No. XLVII—TONNAGE—STATE OF IOWA—CONCLUDED.

RAILROADS.	MANUFACTURES.										
	Cement and lime.	Brick and tile.	Acroplastic materials.	Wagon, carriages, tools, etc.	Wires and lines.	Household goods and furniture.	Machinery.	Total tonnage from.	Originating on this road.	Received from other roads.	Total tonnage million tons.
Aves and College.	34.47	24.92	20.42	7.88	10.60	130	114.00	131.664	1,302.113	815.000	1,311.658
Burlington, Cedar Rapids & Northern.	30									19,312	19,312
Chicago, Burlington & Quincy.	88.974				10,724	58	264.181	240,210	2,910,600	2,910,525	20,465
Chicago, Burlington & Kansas City.	37.736				10,848	21,715	15,860	15,911	1,700,127	312,294	13,551.649
Kansas City, St. Joe & Council Bluffs.	49.301				3,670	4,447	85,731	58,567	1,951,200	314,540	1,695,558
Chicago, Rock Island & Pacific.	10.881				1,334	2,411	10,015	19,013	194,013	41,486	2,001,000
Chicago, Great Western, & Omaha.	8.921	12.841	41.7	2.42	10,717	58	10,705	11,881	13,730	13,730	18,733
Chicago, Santa Fe, & California.	185	1,300			6,681		30,264	1,184	186,445	130,781	186,445
Crooked Creek.	10.400	910	1,810	2.28	329	602	20,261	1,041	60,981	470,223	320,317
Des Moines, Northern & Western.	23.252	5,116	1,810	1,810	3,644		30,471	30,471	470,223	320,317	644,539
Humana & Cincinnati.	2,228	1,114					10,471	1,014,745	691,133	315,010	1,305,559
Illinois Central.	10,000	4,783	7,082	1,035	1,010	0.882	30,471	30,471	691,133	315,010	1,305,559
Kokomo & Wern.											
Mason City & Fort Dodge.			40								
Minneapolis & St. Louis.	1.666				11	206	2,386	2,551	187,780	187,780	187,780
St. Louis & North Western.					461		2,386	2,551	187,780	187,780	187,780
St. Paul City & Northern.					11		2,386	2,551	187,780	187,780	187,780
St. Paul City & Pacific.					1,210		11,711	275,645	1,118,865	429,526	1,535,391
Union Pacific.					888		20,423	248,000	430,340	429,526	859,866
Wabash.											
Western Union.											
Des Moines River R. & T. R. Co.											
SARNOY GATHE ROAD.											
Burlington & Western.											
Des Moines & Kansas City.											
Total.	435	324	325	8,828	8,828	48	9,927	48	66,117	11,674	67,791

Total

Total

TABLE No. XLVIII—CONSUMPTION OF FUEL BY LOCOMOTIVES—
STATE OF IOWA.

RAILROADS.	Tons of bituminous coal.	Cords of hard wood.	Cords of soft wood.	Total fuel—Tons.	Miles run.	Average pounds consumed per mile.	AVERAGE PRICE OF		
							Soft coal per ton.	Hard wood per cord.	Soft wood per cord.
Ames & College.	170.06		5,350	5,520	171,870	4,964.258	82.55	1.50	1.25
Burlington, Cedar Rapids & North					971,541	22,277,399	87.22	1.36	1.50
Albia & Centerville.					20,599	499,952	85.30	1.46	1.58
Chicago, Burlington & Quincy.	* 900,536	11,005		188	50,650	1,372,182	82.57	1.72	2.44
Kansas City, St. Jo. & Council Bl.	20,599				2,135	17,650	43.60	2.00	4.90
St. Louis, Keokuk & Northwestern	56,259	553	113	57,925	44,970	114.50	2.49		
Chicago, Iowa & Dakota.	2,000				2,539	17,650	43.60	2.00	4.90
Chicago, Milwaukee & St. Paul.	333,912		8,328	342,240	386,679	8,899,469	74.45	2.01	1.77
Chicago & Northwestern.	447,564	1,228	4,454	453,246	447,564	8,899,469	74.45	2.01	1.77
Chicago, Rock Island & Pacific.	309,354	6,090		315,444	575,411	7,671,836	73.22	2.02	2.70
Chicago Great Western.	125,728		1,000	126,728	137,047	2,349,105	108.17	1.84	
Chicago, St. Paul, Minn. & Omaha.	37,098		567	37,665	17,295	436,242	70.81	2.02	
Chicago, Santa Fe & California.	14,475	895	14,963	16,358	14,963	321,802	91.06	1.55	2.11
Crooked Creek.	967		967	1,934	16,999	121.00	1.80		
Des Moines, Northern & Western.	11,084		205	11,289	345,719	73.60			
Dubuque & Sioux City.	108,008	5,590	111,208	219,806	2,485,234	89.05	4.30	2.57	
Hamilton & Shenandoah.	7,451		7,451	14,902	187,870	79.32	1.75		
Iowa Central.	17,981	1,565	73,028	92,574	1,895,529	87.50	1.44	1.99	
Iowa Northern.	1,088	56	1,075	2,219	10,016	214.00	2.00	4.00	
Keokuk & Western.	4,578		61	4,639	146,886	64.11	1.95		2.27
Mason City & Ft. Dodge.	13,029		419	13,448	18,156	69.10	1.75		2.00
Minneapolis & St. Louis.	13,029				19,367	284,709	136.40	1.90	1.75
Omaha & St. Louis.	10,227	270		10,497	7,539	188,154	85.90	4.30	
Prairie du Chien & McGregor.					37,449	419,251	85.23	2.37	2.02
Sioux City & Northern.	37,154		631	37,785	12,540	93.94	2.00		2.35
Sioux City & Pacific.	589		16	605					
Tabor & Northern.					225,270	16,009,184	85.00	1.10	1.75
Union Pacific.	* 714,301	10,966							
Yuba.									
Winona & Southwestern.									
Miss. Riv. Railrd & Toll Bridge Co.									
Des Moines Union.									
NARROW GAUGE ROADS.									
Burlington & Northwestern.	1,195	37		1,232	45,392	53.94	1.55	2.00	
Burlington & Western.	5,307	24		5,331	157,698	67.74			
Des Moines & Kansas City.	7,180	100		7,280	186,833	186.00	1.00	1.75	
Total.	2,417,662	27,536	23,411	2,468,609	90,876,136		82.00	82.50	82.00

*East of Missouri River.

*Entire line.

TABLE No. XLIX—TONNAGE CROSSING MISSISSIPPI AND MISSOURI RIVER BRIDGES, YEAR ENDING JUNE 30, 1900.

RAILROADS.	Location of bridge.	MISSISSIPPI RIVER—TONS.		MISSOURI RIVER—TONS.	
		East bound.	West bound.	East bound.	West bound.
Burlington, Cedar Rapids & Northern.	Davenport.				
Chicago, Burlington & Quincy.	Burlington.	1,197,005	1,238,699	2,405,704	184,129
Chicago, Milwaukee & St. Paul.	McGregor.	231,620	228,033	500,394	40,182
Chicago, Rock Island & Pacific.	Savannah.	1,030,821	872,233	1,963,044	624,077
Chicago Great Western.	Burlington.	1,297,761	988,039	2,285,800	1,053,474
Chicago, St. Paul, Minn. & Omaha.	Davenport.	627,136	290,476	915,614	231,463
Chicago, Santa Fe & California.	Keokuk.	403,521	306,057	709,578	384,856
Dubuque & Sioux City.	Fort Madison.	586,714	290,770	877,484	151,791
Iowa Central.	Dubuque.	153,976	196,359	350,350	162,402
Union Pacific.	Keokuk.	3,514	81,097	84,526	403,380
Toledo, Peoria & Western.	Burlington.	16,712	16,465	33,177	1,602,402
Total.		6,740,913	5,153,951	* 2,072,007*	2,900,073*

*For total Missouri River tonnage, see page 14.

TABLE No. L.

[illegible]

OF THE

RAILROAD COMPANIES.

FOR THE YEAR ENDING JUNE 30, 1893.

CONDENSED RETURNS OF RAILROAD COMPANIES.

AMES & COLLEGE RAILWAY COMPANY.

DIRECTORS.	POST-OFFICE ADDRESS	DIRECTORS.	POST-OFFICE ADDRESS
J. I. Stevens	Ames, Iowa.	E. W. Stoughton	Ames, Iowa.
D. S. Fairchild	Clinton, Iowa.	James Wilson	Ames, Iowa.
J. E. Whitaker	Boone, Iowa.	M. K. Smith	Ames, Iowa.
J. L. Budd	Ames, Iowa.		

OFFICERS.

TITLE.	NAME.	LOCATION OF OFFICE.
President	J. S. Stevens	Ames, Iowa.
Vice-President	D. S. Fairchild	Clinton, Iowa.
Secretary and General Manager	M. K. Smith	Ames, Iowa.
Treasurer	B. J. Sheldon	Ames, Iowa.

PROPERTY OPERATED.

NAME.	TERMINALS.		Miles.
	FROM—	TO—	
Main line	Ames, Iowa	Agricultural College	1.66
Yard track .....			.50
Total			2.16

ALBIA & CENTERVILLE RAILWAY COMPANY.

DIRECTORS.	POST-OFFICE ADDRESS	DIRECTORS.	POST-OFFICE ADDRESS
Russell Sage	New York, N. Y.	C. H. Ackert	Chicago, Ill.
Geo. P. Munn	New York, N. Y.	F. M. Drake	Centerville, Iowa.
J. J. Stoughton	New York, N. Y.		

REPORT OF RAILROAD COMMISSIONERS.
ALMA & CENTERVILLE RAILWAY COMPANY—CONTINUED.

OFFICERS.

TITLE	NAME	LOCATION OF OFFICE
President	F. M. Drake	Centerville, Iowa.
Secretary	E. S. Benson	Marshalltown, Iowa.
Treasurer	Geo. B. Morse	New York, N. Y.
Gen'l. Solicitor, Att'y. or Counsel	A. C. Daly	Marshalltown, Iowa.
Auditor	E. S. Benson	Marshalltown, Iowa.
General Manager	E. S. Benson	Marshalltown, Iowa.
Traffic Manager	A. F. Banks	Marshalltown, Iowa.
General Passenger Agent	F. P. Barney	Marshalltown, Iowa.
General Superintendent	P. O'Brien	Marshalltown, Iowa.
Assistant Superintendent	W. H. Voorhies	Marshalltown, Iowa.
Superintendent of Telegraph	E. N. Gish	Marshalltown, Iowa.

PROPERTY OPERATED.

NAME	FROM—	TO—	Miles.
Main line	Alma, Iowa	Relay, Iowa	24.10
Total			24.10

BURLINGTON, CEDAR & RAPIDS NORTHERN RAILWAY COMPANY.

DIRECTORS.	POST-OFFICE ADDRESS.	DIRECTORS.	POST-OFFICE ADDRESS.
Thos. Hedge	Burlington, Iowa.	F. H. Treustale	Minneapolis, Minn.
Geo. W. Cable	Rock Island, Ill.	E. B. Cable	Chicago, Ill.
J. Carls	Muscatine, Iowa.	P. Squires	Burlington, Iowa.
G. J. Ives	Cedar Rapids, Iowa.	J. M. Cook	Burlington, Iowa.
C. J. Purdy	Chicago, Ill.	F. G. Briggs	Davenport, Iowa.
J. W. Rhytle	Burlington, Iowa.	A. Kimball	Davenport, Iowa.
W. G. Purdy	Chicago, Ill.		

OFFICERS.

TITLE	NAME	LOCATION OF OFFICE
President	J. Ives	Cedar Rapids, Iowa.
Vice-President	Robert Williams	Cedar Rapids, Iowa.
Secretary and Assistant Treasurer	S. J. Dorwart	Cedar Rapids, Iowa.
Treasurer	H. H. Hillender	New York, N. Y.
Chief Engineer	H. P. White	Cedar Rapids, Iowa.
Gen'l. Solicitor, Att'y. or Counsel	J. C. Tracy	Cedar Rapids, Iowa.
Auditor	J. C. Brown	Cedar Rapids, Iowa.
General Freight Agent	T. H. Simmons	Cedar Rapids, Iowa.
General Passenger Agent	J. E. Harnett	Cedar Rapids, Iowa.
Division Superintendent	Robert Williams	Cedar Rapids, Iowa.
Division Superintendent	W. P. Brady	Cedar Rapids, Iowa.
Division Superintendent	W. P. Ward	Cedar Rapids, Iowa.
Superintendent	T. A. Murphy	Cedar Rapids, Iowa.
Superintendent of Telegraph	Geo. A. Goodell	Cedar Rapids, Iowa.
	T. A. Spaford	Cedar Rapids, Iowa.

CONDENSED RETURNS OF RAILROAD COMPANIES.

BURLINGTON, CEDAR RAPIDS & NORTHERN RAILWAY CO.—CONTINUED.

PROPERTY OPERATED.

1. Main line owned— $\frac{1}{2}$ a Main line.
2. Branch line owned.
3. Line operated under lease.
4. Line operated under contract.
5. Line of proprietary companies, all of whose capital stock is owned by this company.
6. Line operated under trackage rights.

NAME	FROM—	TO—	Miles of line for each road named.	Miles of line for each class of roads named.
1. R. C. E. & N. Ry.—				
a. Main Line	Burlington, Iowa	Albert Lea, Wis.	241.82	
b. Milwaukee Division	Lincoln Junction, Iowa	Postville, Iowa	94.12	
c. Muscatine Division	Muscatine, Iowa	Riverside, Iowa	30.64	
d. Pacific Division	Vinton, Iowa	Holland, Iowa	48.12	414.65
5. Iowa City & Western Ry.	Iowa City, Iowa	West Chester, Iowa	22.22	
b. Montezuma Branch	Thornburg, Iowa	Montezuma, Iowa	15.86	73.02
6. Cedar Rapids, I. F. & N. Ry.—				
a. Dallas Extension	Holland, Iowa	Watertown, S. D.	327.02	
b. Forest City Extension	Dows, Iowa	Madison Jet, Iowa	41.07	
c. Sioux Falls Extension	Near Forest City, Ia.	Armstrong, Iowa	43.08	
d. Lake Park Extension	Ellsworth, Minn.	Sioux Falls, Dakota	42.56	
e. Tronky Extension	Lake Park, Iowa	Worthington, Minn.	17.29	
	Tronky, Minn.	Jasper, Minn.	9.16	494.35
6. Cedar Rapids & Clinton Ry.	Iowa City, Iowa	Clinton, Iowa	79.20	
b. Quarry Line	Near Plato, Iowa	Quarry, Iowa	7.74	41.94
6. Chicago, Decorah & Minn. Ry.	Postville Jet, Iowa	Decorah, Iowa	50.50	33.50
4. Waverly Short Line	Near Winslow, Iowa	Waverly, Iowa	5.00	5.00
6. Minneapolis & St. Louis Ry.	Madison Jet, Iowa	Forest City, Iowa	8.45	8.45
Iowa Central Railway	Manly Jet, Iowa	Northwood, Iowa	11.30	11.30
1. Davenport, Iowa & Dak. Ry.	New Bennett, Iowa	Davenport, Iowa	31.61	31.61
Total			1,134.28	1,134.28

a. Length of main line is 233.21 miles, which includes 11.30 miles from Manly Junction to Northwood, Ia., and leased from the Iowa Central Railway Company.

c. Corrected measurements.

CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY.

OFFICERS.

TITLE	NAME	LOCATION OF OFFICE
President	Chas. E. Perkins	Burlington, Iowa.
First Vice President	J. C. Peasley	Chicago, Ill.
Second Vice President	G. B. Harris	Chicago, Ill.
Treasurer	T. S. Howland	Boston, Mass.
Chief Engineer	J. C. Peasley	Chicago, Ill.
General Auditor	E. J. Blake	Chicago, Ill.
General Auditor	J. W. Blythe	Chicago, Ill.
Assistant General Auditor	J. L. Lathrop	Chicago, Ill.
General Manager	C. I. Storgis	Chicago, Ill.
General Freight Agent	W. F. Merrill	Chicago, Ill.
General Passenger Agent	P. S. Eastis	Chicago, Ill.
Division Superintendent	John D. Bender	Burlington, Iowa.
Division Superintendent	C. M. Levey	Ottawa, Iowa.
Division Superintendent	O. E. Stewart	Creston, Iowa.
Division Superintendent	J. H. Duggan	

DIRECTORS.	POST-OFFICE ADDRESS.	DIRECTORS.	POST-OFFICE ADDRESS.
J. M. Forbes	Boston, Mass.	T. Jefferson Coolidge	Manchester, Mass.
Chas. J. Faine	Boston, Mass.	F. W. Hooper	Cambridge, Mass.
John L. Gardner	Boston, Mass.	J. W. A. Griswold	New York.
F. W. Hunnewell	Boston, Mass.	Jas. H. Smith	New York.
Wm. Endicott, Jr.	Boston, Mass.	Chas. E. Perkins	Burlington, Iowa.
Richard Olney	Boston, Mass.		

PROPERTY OPERATED.

1. Line represented by capital stock—^a Main line.
2. Proprietary companies whose entire capital stock is owned by this company.
3. Line operated under lease for specified term.
4. Line operated under lease for indefinite term.
5. Line operated under franchise rights.

NAME.	FROM—	TO—	TERMINALS.	Miles of line for each road named.	Miles of line for each class of roads named.
1. a Chicago, Burlington & Quincy Railroad.	Chicago, Ill.	Pacific Junction, Iowa.	Pacific Junction, Iowa.	12.05	12.05
Burlington & Missouri River Railroad in Nebraska.	Galveston, Ill.	Keosauqua, Iowa.	Keosauqua, Iowa.	12.05	12.05
1. b Chicago, Burlington & Quincy Railroad.	Acron, Ill.	Turner, Neb.	Turner, Neb.	12.05	12.05
Peoria & Hannibal Railroad.	Yone City, Ill.	Levin, Ill.	Levin, Ill.	12.05	12.05
Burlington & Missouri Railroad.	Levin, Ill.	Rockford, Ill.	Rockford, Ill.	12.05	12.05
1. c Chicago, Burlington & Quincy Railroad.	Creston, Iowa.	Hopkins, Mo.	Hopkins, Mo.	12.05	12.05
Peoria & Hannibal Railroad.	Red Oak, Iowa.	Hamburg, Mo.	Hamburg, Mo.	12.05	12.05
1. d Chicago, Burlington & Quincy Railroad.	Nemaha, Neb.	St. Louis, Mo.	St. Louis, Mo.	12.05	12.05
1. e Chicago, Burlington & Quincy Railroad.	Aurora, Neb.	St. Louis, Mo.	St. Louis, Mo.	12.05	12.05
1. f Chicago, Burlington & Quincy Railroad.	St. Louis, Mo.	St. Louis, Mo.	St. Louis, Mo.	12.05	12.05
1. g Chicago, Burlington & Quincy Railroad.	St. Louis, Mo.	St. Louis, Mo.	St. Louis, Mo.	12.05	12.05
1. h Chicago, Burlington & Quincy Railroad.	St. Louis, Mo.	St. Louis, Mo.	St. Louis, Mo.	12.05	12.05
1. i Chicago, Burlington & Quincy Railroad.	St. Louis, Mo.	St. Louis, Mo.	St. Louis, Mo.	12.05	12.05
1. j Chicago, Burlington & Quincy Railroad.	St. Louis, Mo.	St. Louis, Mo.	St. Louis, Mo.	12.05	12.05
1. k Chicago, Burlington & Quincy Railroad.	St. Louis, Mo.	St. Louis, Mo.	St. Louis, Mo.	12.05	12.05
1. l Chicago, Burlington & Quincy Railroad.	St. Louis, Mo.	St. Louis, Mo.	St. Louis, Mo.	12.05	12.05
1. m Chicago, Burlington & Quincy Railroad.	St. Louis, Mo.	St. Louis, Mo.	St. Louis, Mo.	12.05	12.05
1. n Chicago, Burlington & Quincy Railroad.	St. Louis, Mo.	St. Louis, Mo.	St. Louis, Mo.	12.05	12.05
1. o Chicago, Burlington & Quincy Railroad.	St. Louis, Mo.	St. Louis, Mo.	St. Louis, Mo.	12.05	12.05
1. p Chicago, Burlington & Quincy Railroad.	St. Louis, Mo.	St. Louis, Mo.	St. Louis, Mo.	12.05	12.05
1. q Chicago, Burlington & Quincy Railroad.	St. Louis, Mo.	St. Louis, Mo.	St. Louis, Mo.	12.05	12.05
1. r Chicago, Burlington & Quincy Railroad.	St. Louis, Mo.	St. Louis, Mo.	St. Louis, Mo.	12.05	12.05
1. s Chicago, Burlington & Quincy Railroad.	St. Louis, Mo.	St. Louis, Mo.	St. Louis, Mo.	12.05	12.05
1. t Chicago, Burlington & Quincy Railroad.	St. Louis, Mo.	St. Louis, Mo.	St. Louis, Mo.	12.05	12.05
1. u Chicago, Burlington & Quincy Railroad.	St. Louis, Mo.	St. Louis, Mo.	St. Louis, Mo.	12.05	12.05
1. v Chicago, Burlington & Quincy Railroad.	St. Louis, Mo.	St. Louis, Mo.	St. Louis, Mo.	12.05	12.05
1. w Chicago, Burlington & Quincy Railroad.	St. Louis, Mo.	St. Louis, Mo.	St. Louis, Mo.	12.05	12.05
1. x Chicago, Burlington & Quincy Railroad.	St. Louis, Mo.	St. Louis, Mo.	St. Louis, Mo.	12.05	12.05
1. y Chicago, Burlington & Quincy Railroad.	St. Louis, Mo.	St. Louis, Mo.	St. Louis, Mo.	12.05	12.05
1. z Chicago, Burlington & Quincy Railroad.	St. Louis, Mo.	St. Louis, Mo.	St. Louis, Mo.	12.05	12.05

PROPERTY OPERATED.—CONTINUED.

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REPORT OF RAILROAD COMMISSIONERS.

CONDENSED RETURNS OF RAILROAD COMPANIES.

103

NAME.	TERMINALS.		Miles of line for each road named.	Miles of line for each class of line named.
	FROM—	TO—		
Dixon & Quincy Railroad.....	Keosauqua Junction, Ill.	Keosauqua, Ill.	4.25	
Moulton & Albion Railroad.....	Albia, Iowa	Moravia, Iowa	11.50	
Albia, Knoxville & Des Moines Railroad.....	Knoxville, Iowa	Knoxville, Iowa	33.97	
Des Moines & Knoxville Railroad.....	Leola, Iowa	Des Moines, Iowa	34.97	
Leola, Mt. Airy & Southwestern Railroad.....	Leola, Iowa	Albia, Mo.	37.73	
St. Joseph & Des Moines Railroad.....	Keosauqua Junction, Iowa	Albia, Mo.	46.25	
Chariton, Des Moines & Southern Railroad.....	Albia, Mo.	St. Joseph, Mo.	48.00	
Creston & Northern Railroad.....	Chariton, Iowa	Indianola, Iowa	33.16	
Western Iowa Railroad.....	Creston, Iowa	Pontanelle, Iowa	27.42	
Brownville & Nodaway Valley Railroad.....	Pontanelle, Iowa	Cumbersland, Iowa	20.50	
Clarinda College Springs & Southwestern Railroad.....	Villisca, Iowa	Burlington Junction, Iowa	15.90	
Red Oak & Atlantic Railroad.....	Clarinda, Iowa	Northboro, Iowa	18.94	
Nebraska City, Sidney & Northeastern Railroad.....	Red Oak, Iowa	Grawford, Iowa	21.15	
Hastings & Arco Railroad.....	Hastings, Iowa	Sidney, Iowa	15.70	
Keokuk & St. Paul Railroad.....	Hastings, Iowa	Carson, Iowa	42.33	
Omaha & Southwestern Railroad.....	Burlington, Iowa	Keokuk, Iowa	18.84	
	Omaha, Neb.	Orapolis, Neb.	30.00	
Nebraska Railway.....	Omaha, Neb.	York, Neb.	135.74	
Lincoln & Northwestern Railroad.....	Nebraska City, Neb.	Bridge Line, Neb.	7.00	
Atchison & Nebraska Railway.....	Lincoln, Neb.	Columbus, Neb.	77.49	
Nebraska & Colorado Railroad.....	Atchison, Kan.	Lincoln, Neb.	144.72	
	Rio Bridge Line		3.30	
	Chester, Neb.	Palmer, Neb.	40.19	
	Kennett, Neb.	Oxford, Neb.	60.67	
	De Witt, Neb.	Colorado State Line	296.32	
	Edgar, Neb.	Superior, Neb.	35.33	
	Keel Junction, Neb.	Concordia, Kan.	71.04	
	Republican, Neb.	Oberlin, Kan.	78.23	
	Colorado State Line	Denver, Colo.	171.88	
	Colorado State Line	Wyoming State Line	144.58	
	Cheyenne & Burlington Railroad.....	Colorado State Line	29.01	
	Oxford & Kansas Railroad.....	Cheyenne, Colo.	30.01	
	Beaver Valley Railroad.....	Kansas State Line	74.37	
	Lincoln & Black Hills Railroad.....	St. Francis, Kan.	62.94	
		Erickson, Neb.	40.92	
		Greeley Center, Neb.	54.60	
		Palmer, Neb.	40.12	
		Grand Island, Neb.	40.12	
		Edgemont Junction, S. D.	106.40	
		Minnekahta, S. D.	15.94	
		Wyoming State Line	201.80	
		New Castle, S. D.	7.00	
		Cambria, S. D.		
Denver, Utah & Pacific Railroad.....	Denver, Colo.	Utah Junction, Colo.	2.00	
Republican Valley & Wyoming Railroad.....	Barnes Junction, Colo.	Lyons and Tower, Colo.	32.67	
Omaha & North Platte Railroad.....	Culbertson, Neb.	Imperial, Neb.	40.17	
St. Joseph & Nebraska Railroad.....	Omaha, Neb.	Schuyler, Neb.	80.78	
	Napier, Mo.	Boswell, Mo.	5.86	4,376.17
3. Quincy, Alton & St. Louis Railroad.....	Quincy, Ill.	Hannibal and Louisiana, Mo.		5,467.16
5. Pennsylvania Company.....	At Chicago, Ill.		4.22	
Chicago & Northwestern Railroad.....	At Turner, Ill.		.09	
	At Geneva, Ill.		.30	
	At Clinton, Ill. and Iowa		1.00	
Quincy Bridge Company.....	At Quincy, Ill.		1.22	
Wabash Railroad.....	At E. Hannibal, Ill. and Hann. Mo.		3.35	
Chicago & Alton Railroad.....	At E. Louisiana, Ill. and Lou'is. Mo.		9.07	
Indianapolis & St. Louis Railroad.....	Wann, Ill.	East St. Louis, Ill.	20.60	
Kansas City, St. Joseph & Council Bluffs Railroad.....	Pacific Junction, Iowa	Council Bluffs, Iowa	16.52	
	Hamburg, Iowa	Nebraska City Junction, Iowa	6.95	
	Nebraska City, bridge connection	Nebraska City, Neb.	3.66	
	At Northboro, Iowa		1.92	
	Napier, Mo.	St. Joseph, Mo.	35.71	
Union Pacific Railroad.....	Utah Junction, Colo.	Burns Junction, Colo.	11.30	102.91
Total mileage operated.....				5,556.21

CHICAGO, BURLINGTON & KANSAS CITY RAILWAY CO.

DIRECTORS.	POST-OFFICE ADDRESS.	DIRECTORS.	POST-OFFICE ADDRESS.
J. W. Rytche.....	Burlington, Iowa.	W. F. McFarland.....	Burlington, Iowa.
H. E. Scott.....	Burlington, Iowa.	J. C. Peasley.....	Chicago, Ill.
W. W. Baldwin.....	Burlington, Iowa.		

OFFICERS.

TITLE.	NAME.	LOCATION OF OFFICE.
President.....	W. W. Baldwin.....	Burlington, Iowa.
Vice-President.....	J. C. Peasley.....	Chicago, Ill.
Secretary.....	H. E. Jarvis.....	Burlington, Iowa.
Treasurer.....	J. C. Peasley.....	Chicago, Ill.
Chief Engineer.....	L. F. Goodale.....	St. Joseph, Mo.
General Solicitor.....	Spencer & Mossman.....	St. Joseph, Mo.
Auditor.....	C. M. Carter.....	St. Joseph, Mo.
General Manager.....	W. C. Brown.....	St. Joseph, Mo.
General Freight Agent.....	Howard Elliott.....	St. Louis, Mo.
General Passenger Agent.....	D. O. Ives.....	St. Louis, Mo.
General Superintendent.....	S. E. Cranee.....	St. Joseph, Mo.
Assistant General Superintendent.....	W. E. Cunningham.....	Hannibal, Mo.
Superintendent of Telegraph.....	M. A. Baker.....	Hannibal, Mo.

PROPERTY OPERATED.

1. Main line owned.
2. Branch line owned.
3. Line operated under lease.
4. Line operated under contract.
5. Line of proprietary companies:
 - a. All of whose capital stock is owned by this company.
 - b. Part of whose capital stock is owned by this company.
6. Line operated under trackage rights.

NAME.	TERMINALS.		Miles of line for each road named.	Miles of line for each class of road named.
	FROM—	TO—		
1. Chicago, Burlington & Kansas City Railway.....	Viele, Ia.....	Bloomfield Jr., Ia.....	56.79	
	Moulton, Ia.....	Carrollton, Mo.....	121.29	198.09
6. Chicago, Burlington & Quincy Railroad.....	Burlington, Ia.....	Viele, Ia.....	36.06	
Wabash Railroad.....	Bloomfield Jr., Ia.....	Moulton, Ia.....	14.11	46.17
Total.....				221.16

KANSAS CITY, ST. JOSEPH & COUNCIL BLUFFS RAILROAD COMPANY.

DIRECTORS.	POST-OFFICE ADDRESS.	DIRECTORS.	POST-OFFICE ADDRESS.
J. L. Gardner.....	Boston, Mass.	W. C. Brown.....	St. Joseph, Mo.
C. F. Payne.....	Boston, Mass.	Howard Elliott.....	St. Joseph, Mo.
C. E. Perkins.....	Burlington, Iowa.	S. M. Xave.....	St. Joseph, Mo.
T. J. Couledge.....	Manchester, Mass.	D. M. Spencer.....	St. Joseph, Mo.
W. W. Baldwin.....	Burlington, Iowa.		

KANSAS CITY, ST. JOSEPH & COUNCIL BLUFFS R. R. CO.—CONTINUED.

OFFICERS.

TITLE.	NAME.	LOCATION OF OFFICE.
President.....	C. E. Perkins.....	Burlington, Iowa.
First Vice-President.....	J. C. Peasley.....	Chicago, Ill.
Secretary.....	W. J. Laid.....	Boston, Mass.
Treasurer.....	J. C. Peasley.....	Chicago, Ill.
Chief Engineer.....	L. F. Goodale.....	St. Joseph, Mo.
General Solicitors.....	Spencer & Mossman.....	St. Joseph, Mo.
Auditor.....	C. M. Carter.....	St. Joseph, Mo.
General Manager.....	W. C. Brown.....	St. Joseph, Mo.
General Passenger Agent.....	D. O. Ives.....	St. Louis, Mo.
General Freight Agent.....	Howard Elliott.....	St. Louis, Mo.
General Superintendent.....	S. E. Cranee.....	St. Joseph, Mo.
Superintendent.....	G. M. Huhl.....	St. Joseph, Mo.
Superintendent of Telegraph.....	J. T. Dyer.....	St. Joseph, Mo.

PROPERTY OPERATED.

NAME.	FROM—	TO—	TERMINALS.	
			Miles of line for each road named.	Miles of line for roads named.
Main line owned—				
a K. C., St. Jo & C. B. R. R.....	Through K. C. yard.....	Council Bluffs, Iowa.....	44	
	Harlem, Mo.....	Council Bluffs, Iowa.....	192.79	196.23
b Branch line owned.....	East Leavenworth.....	Stillings.....	1.08	
	Winthrop Jet, Mo.....	O & A bridge switch.....	1.19	
	Amazonia, Mo.....	Hopkins.....	50.26	
Nodaway Valley Railroad.....	Bazelow, Mo.....	Burlington Jet, Mo.....	34.54	
Sarks Valley Railroad.....	Corning, Mo.....	Northboro, Iowa.....	27.69	111.77
Lines operated under track- age rights.....	K. C. Union Depot.....	Harlem, Mo.....	1.51	
	O & A bridge swing.....	Atchison Union Depot.....	1.41	
	Council Bluffs, Iowa.....	Union Pacific Trans.....	1.50	3.42
Total.....				228.42

ST. LOUIS, KEOKUK & NORTHWESTERN RAILROAD COMPANY.

DIRECTORS.	POST-OFFICE ADDRESS.	DIRECTORS.	POST-OFFICE ADDRESS.
W. W. Baldwin.....	Burlington, Iowa.	Chas. J. Payne.....	Boston, Mass.
Jac. L. Gardner.....	Boston, Mass.	Francis W. Hunnewell.....	Boston, Mass.
C. E. Perkins.....	Burlington, Iowa.		

OFFICERS.

TITLE.	NAME.	LOCATION OF OFFICE.
President.....	W. W. Baldwin.....	Burlington, Iowa.
Vice-President.....	J. C. Peasley.....	Chicago, Ill.
Secretary.....	W. C. Maxwell.....	Keokuk, Iowa.
Treasurer.....	J. C. Peasley.....	Chicago, Ill.
Chief Engineer.....	L. F. Goodale.....	St. Joseph, Mo.
General Solicitors.....	Spencer & Mossman.....	St. Joseph, Mo.
Auditor.....	C. M. Carter.....	St. Joseph, Mo.
General Manager.....	W. C. Brown.....	St. Joseph, Mo.
General Passenger Agent.....	D. O. Ives.....	St. Louis, Mo.
General Freight Agent.....	Howard Elliott.....	St. Louis, Mo.
General Superintendent.....	S. E. Cranee.....	St. Joseph, Mo.
Superintendent.....	W. E. Cunningham.....	Hannibal, Mo.
Superintendent of Telegraph.....	M. A. Baker.....	Hannibal, Mo.

ST. LOUIS, KEOKUK & NORTHWESTERN RAILROAD CO.—CONTINUED.

PROPERTY OPERATED.

1. Main line owned.
5. Line operated under trackage rights.

NAME.	TERMINALS.		Miles of line for each road named.	Miles of line for each class of roads named.
	FROM—	TO—		
1. St. Louis, Keokuk & Northwestern Railroad Company	Mt. Pleasant Jct., Ia.	Keokuk, Iowa.	48.50	
	Keokuk, Iowa.	West Quincy, Mo.	36.42	
	Moody, Mo.	Hannibal, Mo.	13.43	
	Hannibal, Mo.	Louisiana, Mo.	25.28	
	Louisiana, Mo.	St. Peters, Mo.	33.44	176.95
6. Q. B. Co. & C. B. & H. R. R.	West Quincy, Mo.	Quincy, Ill.	2.98	
Hannibal Bridge Co.	West Quincy, Mo.	Moody, Mo.	4.50	
	Hannibal, Mo.	Hannibal, Mo.	.42	
Missouri, Kansas & Texas.	Hannibal, Mo.	Hannibal, Mo.	.52	
Chicago & Alton R. R.	Louisiana, Mo.	Louisiana, Mo.	.58	
Wabash R. R.	St. Peters, Mo.	Tayon ave., St. Louis	31.71	
St. Louis U. D. Co.	Tayon ave., St. Louis	Union depot, St. Louis	.49	
Wabash R. R.	Ferguson, Mo.	Cherry st., St. Louis	10.61	
C. B. & Q. R. R.	Mt. Pleasant Jct., Ia.	Mt. Pleasant, Ia.	.58	
Keokuk & Hamilton Br. Co.	Keokuk, Iowa.	Keokuk, Iowa.	.09	50.96
Total				227.91

CHICAGO, FORT MADISON & DES MOINES RAILWAY COMPANY.

DIRECTORS.	POST-OFFICE ADDRESS.	DIRECTORS.	POST-OFFICE ADDRESS.
C. C. Wheeler	Chicago, Illinois.	Samuel Atter	Fort Madison, Iowa.
T. T. Burr	Boston, Mass.	E. H. Skinner	Birmingham, Iowa.
A. A. Pope	Boston, Mass.	E. S. Conway	Chicago, Illinois.
Willard T. Block	Chicago, Illinois.	H. C. Barlow	Chicago, Illinois.
D. B. Dewey	Chicago, Illinois.		

OFFICERS.

TITLE.	NAME.	LOCATION OF OFFICE.
President	D. C. Wheeler	Chicago, Ill.
Vice-President	E. S. Conway	Chicago, Ill.
Secretary	E. H. Skinner	Birmingham, Iowa.
Treasurer	E. C. Long	St. Paul, Minn.
General Solicitor	Jesse A. Baldwin	Chicago, Ill.
Auditor	Geo. H. Simmons	Ft. Madison, Iowa.
General Manager	J. L. Mackinnon	Ft. Madison, Iowa.
General Superintendent	G. D. Hutchinson	Ft. Madison, Iowa.
General Freight Agent	J. C. Mackinnon	Ft. Madison, Iowa.
General Passenger Agent		

PROPERTY OPERATED.

NAME.	TERMINALS.		Miles of line for each road named.
	FROM—	TO—	
Chicago, Ft. Madison & Des Moines Railway Company	Ft. Madison, Iowa.	Ottumwa, Iowa.	71
Total			71

CHICAGO, IOWA & DAKOTA RAILWAY COMPANY.

DIRECTORS.	POST-OFFICE ADDRESS.	DIRECTORS.	POST-OFFICE ADDRESS.
John Porter	Eldora, Ia.	Marlin Pritchard	Alden, Ia.
W. S. Porter	Eldora, Ia.	H. N. Brockway	Garnier, Ia.
J. H. Smith	Eldora, Ia.	David Seor	Winnebago City, Minn.
J. D. Newcomer	Eldora, Ia.		

OFFICERS.

TITLE.	NAME.	LOCATION OF OFFICE.
President	John Porter	Eldora, Iowa.
Vice-President	David Seor	Eldora, Iowa.
Secretary	J. D. Newcomer	Eldora, Iowa.
Treasurer	H. N. Brockway	Eldora, Iowa.
Auditor	W. S. Porter	Eldora, Iowa.
General Manager	John Porter	Eldora, Iowa.
Superintendent of Telegraph	W. L. Utley	Eldora, Iowa.
General Freight Agent	W. S. Porter	Eldora, Iowa.
General Passenger Agent		

PROPERTY OPERATED.

NAME.	TERMINALS.		Miles of line for each road named.
	FROM—	TO—	
Chicago, Iowa & Dakota	Eldora Junction	Alden	26.50
Total			26.50

CHICAGO, MILWAUKEE & ST. PAUL RAILWAY COMPANY.

DIRECTORS.	POST-OFFICE ADDRESS.	DIRECTORS.	POST-OFFICE ADDRESS.
Philip D. Armour	Chicago, Ill.	Roswell Miller	Chicago, Ill.
August Belmont	New York, N. Y.	J. M. McKelvey	New York, N. Y.
Frank S. Bond	New York, N. Y.	Wm. Rockefeller	New York, N. Y.
Chas. D. Dickay, Jr.	New York, N. Y.	Samuel Spencer	New York, N. Y.
Peter Geddis	New York, N. Y.	A. Van Santvoord	New York, N. Y.
Frederick Layton	Milwaukee, Wis.	J. Hood Wright	New York, N. Y.
Joseph Milbank	New York, N. Y.		

OFFICERS.

TITLE.	NAME.	LOCATION OF OFFICE.
President	Roswell Miller	Chicago, Ill.
Vice-President	Frank S. Bond	New York, N. Y.
Secretary	P. M. Myers	Milwaukee, Wis.
Treasurer	P. G. Hanney	Chicago, Ill.
Chief Engineer	D. J. Whittemore	Chicago, Ill.
General Solicitor	John T. Fish	Chicago, Ill.
Auditor	W. N. D. Winne	Chicago, Ill.
General Manager	A. J. Earling	Chicago, Ill.
General Superintendent	J. H. Hland	Chicago, Ill.
General Freight Agent	G. H. Heaford	Chicago, Ill.
General Passenger Agent	W. G. Collins	Chicago, Ill.
Superintendent of Telegraph	U. J. Fry	Milwaukee, Wis.

CHICAGO & NORTHWESTERN RAILWAY COMPANY.

DIRECTORS.

NAME.	POST-OFFICE ADDRESS.	NAME.	POST-OFFICE ADDRESS.
David P. Kimball	Boston, Mass.	Marvin Huggitt	Chicago, Ill.
Chauncy M. Dewey	New York, N. Y.	N. K. Fairbank	Chicago, Ill.
Samuel P. Barger	New York, N. Y.	N. J. Smith	Chicago, Ill.
Albert Keep	Chicago, Ill.	Perry R. Pyne	New York, N. Y.
M. L. Sykes	New York, N. Y.	F. W. Vanderbilt	New York, N. Y.
James C. Fargo	New York, N. Y.	W. H. Vanderbilt	New York, N. Y.
Horace Williams	Clinton Iowa.	H. McK. Twombly	New York, N. Y.
Frederick L. Ames	Boston, Mass.	John T. Blair	Blairtown, N. J.
John M. Burke	New York, N. Y.		

OFFICERS.

TITLE.	NAME.	LOCATION OF OFFICE.
Chairman of the Board	Albert Keep	Chicago, Ill.
President	Marvin Huggitt	Chicago, Ill.
Vice-President	Martin L. Sykes	New York, N. Y.
Secretary	Martin L. Sykes	New York, N. Y.
Treasurer	Martin L. Sykes	New York, N. Y.
General Manager	John M. Whitman	Chicago, Ill.
Division Superintendent	Sherburne Sanborn	Chicago, Ill.
Division Superintendents	Peter Hallenbeck	Boone, Iowa.
Chief Engineer	Hugh M. Hughes	Eagle Grove, Iowa.
Superintendent of Telegraph	John E. Hunt	Chicago, Ill.
Auditor	George H. Thayer	Chicago, Ill.
General Passenger Agent	J. H. Redfield	Chicago, Ill.
General Freight Agent	William R. Thrall	Chicago, Ill.
General Counsel	Hiram R. McCallough	Chicago, Ill.
	Lloyd W. Bowers	Chicago, Ill.

PROPERTY OPERATED.

MILES OF COMPLETED ROAD JUNE 30, 1901.

	Total.	Illinois.	Iowa.	Wisconsin.	Michigan.	Minnesota.	South Dakota.	North Dakota.
Lines chartered as or consolidated with Chicago & Northwestern Railway Company.								
Chicago to Connel Bluffs	491.00	137.88	333.12					
Chicago to Freeport	121.00	121.00						
Geneva to Aurora	9.40	9.40						
Geneva to St. Charles	2.40	2.40						
Sycamore to Cortland	4.64	4.64						
Elgin to Williams Bay	51.91	38.85	15.22					
Belvidere to Spring Valley	75.24	55.78						
South Branch Junction to River (Chicago)	4.50	4.50						
Clinton to Ansonia (Quarry)	74.57	74.57						
Stanwood to Tipton	8.56	8.56						
Out-off near Cedar Rapids	5.96	5.96						
Des Moines to Jewell Junction	26.06	30.06						
Tama to Elmore	164.56	164.52			34			
Jewell Junction to Wall Lake Junction	73.98	73.68						
Eagle Grove to Hawarden	145.30	145.30						
Belle Plaine to Muchakoon	64.00	64.00						
Boone to Coal Banks	3.25	3.25						
Maple River Junction to Onawa	86.85	86.85						
Wall Lake to Noville	70.85	70.85						
Carroll to Kirkman	17.00	34.81						
Manning to Anshun	17.00	17.00						
Chicago to Fort Howard	247.20	68.73	172.47					
Appleton Water Power Extension	3.63		3.63					
Kenosha to Rockford	72.10	44.03	28.07					
Chicago to Montrose	5.20	5.20						
Montrose to North Evanston	7.66	7.66						

CHICAGO & NORTHWESTERN RAILWAY COMPANY—CONTINUED.

PROPERTY OPERATED—CONTINUED.

	Total.	Illinois.	Iowa.	Wisconsin.	Michigan.	Minnesota.	South Dakota.	North Dakota.
Chicago to Milwaukee	83.00	44.00	40.00					
Milwaukee to Fond du Lac	62.63	62.63						
Shelbyville to Princeton	78.40	78.40						
Milwaukee to Montfort	149.88	149.88						
Montfort to Galea	43.31	10.30	33.01					
Montfort to Woodman	20.56		20.56					
Lawville to Plattville	4.00		4.00					
Lancaster Junction to Lancaster	12.01	12.01						
Janeville to Arton	4.10		4.10					
Belvidere to Winona	237.00	21.00	205.85		13			
Winona Junction to La Crosse	3.96		3.96					
Trempealeau to Galveston	6.71	6.71						
Evansville to Janesville	15.58		15.58					
Fort Howard to Repobille	252.61		49.48	163.19				
Chewin to Michigamme	16.44							
Wabash to Champion	1.23		1.23					
Powers to Watersmeet	104.33		10.73	90.60				
Stanger to Crystal Falls	9.10			9.10				
Naragans to Metropolitan	34.86			34.86				
Branches to Mines off Main Line	42.27			42.27				
Off E. & L. S. Line	8.44			8.44				
Off Nelson River Line	36.13			4.71	31.42			
Crystal Falls to Hemlock Mine	15.00			15.00				
Total	3,084.00	593.97	1,163.12	946.49	306.55	47		
PROPRIETARY LINES, VIZ.:								
Princeton & Western Railway	16.00			16.00				
Valley Junction to Kenosha	448.48							
Winona & St. Peter Railroad								
Winona to Watertown					288.50	34.48		
Manitou Junction to Manitou					3.75			
Sleepy Eye to Redwood Falls					24.40			
Rochester to Zumbrota					23.48			
Eyota to Plainville					15.61			
Eyota to Chatfield					11.46			
Tracy to Dakota Line					46.49			
Dakota Central Railway	720.50							
Minnesota State Line to Pierre					206.11			
James Valley Junction to Oakes					117.07	14.28		
Watertown to Gettysburg					146.25			
Watertown Junction to Watertown					43.83			
Troquois to Hawarden (State Line)					125.46			
Centerville to Yankton					28.40			
Doland to Groton					28.94			
Total	1,188.47				16.95	414.97	744.13	14.28

RECAPITULATION.

Chicago & Northwestern Railway (chartered or consolidated)	3,084.00	593.97	1,163.12	946.49	306.55	47		
Proprietary Lines	1,188.47				16.95	414.97	744.13	14.28
Total	4,272.47	593.97	1,163.12	946.55	323.50	414.47	744.13	14.28
Additional Lines operated under Trackage Rights								
M. L. S. & W. Ry. Co. in the City of Watersmeet, Mich.		.47				.47		
Total mileage operated	4,272.54	593.97	1,163.12	946.55	327.02	414.47	744.13	14.28

CHICAGO, ROCK ISLAND & PACIFIC RAILWAY COMPANY.

DIRECTORS.

NAME.	P. O. ADDRESS.	NAME.	P. O. ADDRESS.
R. P. Flower	New York City.	B. H. Porter	Chicago, Ill.
Benj. Brewster	New York City.	Marshall Field	Chicago, Ill.
H. R. Bishop	New York City.	John De Koren	Chicago, Ill.
Henry M. Engler	New York City.	W. G. Purdy	Chicago, Ill.
Alexander E. Orr	New York City.	B. R. Cable	Rock Island, Ill.
David Dows, Jr.	New York City.	Geo. G. Wright	Des Moines, Iowa.
Alex. T. Van Ness	New York City.		

OFFICERS.

TITLE.	NAME.	LOCATION OF OFFICE.
President	B. R. Cable	Chicago, Ill.
First Vice-President	Benjamin Brewster	New York, N. Y.
Second Vice-President	W. G. Purdy	Chicago, Ill.
Third Vice-President	H. A. Parker	Chicago, Ill.
Secretary	W. G. Purdy	Chicago, Ill.
Treasurer	E. St. John	Chicago, Ill.
General Manager	W. L. Allen	Chicago, Ill.
Assistant Superintendent	C. Dunlap	Chicago, Ill.
Assistant General Supt.	A. J. Hill	Topeka, Kas.
Division Superintendent	C. H. Hubbell	Chicago, Ill.
Division Superintendent	C. L. Ewing	Blue Island, Ill.
Division Superintendent	W. H. Stillwell	Des Moines, Iowa.
Division Superintendent	C. N. Gilmore	Des Moines, Iowa.
Division Superintendent	H. A. White	Trenton, Mo.
Division Superintendent	W. J. Lawrence	Horton, Kas.
Division Superintendent	W. B. Hobbs	Colorado Springs, Col.
Assistant to President	A. Kimball	Herrington, Kas.
Superintendent of Telegraph	A. R. Swift	Chicago, Ill.
Auditor	F. W. Porter	Chicago, Ill.
Gen. Ticket and Passenger Agt.	John Sebastian	Chicago, Ill.
General Freight Agent	T. M. Johnson	Chicago, Ill.
General Freight Agent	D. Atwood	Topeka, Kas.
General Attorney	T. S. Wright	Chicago, Ill.
General Attorney	M. A. Law	Topeka, Kas.

PROPERTY OPERATED.

NAME.	TERMINALS.	Miles of line for each named.	Miles of line for each class of roads named.
	FROM—	TO—	
Chl., R. Island & Pacific Ry.	Chicago, Ill.	Council Bluffs, Iowa.	498.81
	Davenport, Iowa.	Atchison, Kas.	541.84
	Edgerton Junction, Mo.	Leavenworth, Kas.	20.54
	Washington, Iowa.	Knoxville, Iowa.	79.00
	So. Englewood, Ill.	So. Chicago, Ill.	7.50
	Wilton, Iowa.	Nassauville, Iowa.	11.98
	Wilton, Iowa.	Lime Kiln, Iowa.	6.08
	Newton, Iowa.	Munroe, Iowa.	17.00
	Des Moines, Iowa.	Indianola, Iowa.	47.07
		Winterset, Iowa.	
	Monro, Iowa.	Guthrie Center, Iowa.	14.58
	Atlantic, Iowa.	Adrian, Iowa.	24.54
	Atlantic, Iowa.	Griswold, Iowa.	14.71
	Avoca, Iowa.	Carson, Iowa.	17.61
	Avoca, Iowa.	Harlan, Iowa.	11.84
	St. Zion, Iowa.	Keosauqua, Iowa.	4.50
	Altamont, Mo.	St. Joseph, Mo.	49.26
	St. St. Joseph, Mo.	Rushville, Mo.	14.70
	Kansas City, Mo.	Armourdale, Kas.	5.40
	St. Omaha, Neb.	Jensen, Neb.	107.05

CHICAGO, ROCK ISLAND & PACIFIC RAILWAY COMPANY—CONTINUED.

PROPERTY OPERATED—CONTINUED.

NAME.	TERMINALS.	Miles of line for each named.	Miles of line for each class of roads named.
	FROM—	TO—	
Chl., R. Island & Pacific Ry.	Elwood, Kas.	Liberal, Kas.	426.54
	Herrington, Kas.	Fertall, I. T.	349.07
	Horton, Kas.	Salina, Kas.	49.90
	Fairbury, Neb.	Rosewell, Colo.	568.65
	McFarland, Kas.	Nelson, Neb.	51.58
	Dodge City, Kas.	Belleville, Kas.	103.38
	Peoria, Ill.	Donkirk, Kas.	39.64
Peoria & Bureau Val. R. R.	Bureau Junction, Ill.	Peoria, Ill.	47.70
Keokuk & Des Moines Ry.	Keokuk, Iowa.	Des Moines, Iowa.	152.20
Des Moines & Ft. Dodge R. R.	Des Moines, Iowa.	Ft. Dodge, Iowa.	143.76
Hannibal & St. Joseph R. R.	Hannibal, Mo.	Kansas City, Mo.	54.30
Union Pacific Railway	Council Bluffs, Iowa.	So. Omaha, Neb.	7.02
	Lincoln, Neb.	Hastings, Neb.	47.58
	Kansas City, Mo.	North Topeka, Kas.	67.33
Denver & Rio Grande R. R.	Denver, Colo.	Denver, Colo.	89.20
	Denver, Colo.	Pueblo, Colo.	119.69
Total.			3,610.18

CHICAGO GREAT WESTERN RAILWAY COMPANY.

DIRECTORS.

NAME.	P. O. ADDRESS.	NAME.	P. O. ADDRESS.
H. A. Gardner	Chicago, Ill.	R. C. Wight	St. Paul, Minn.
H. E. Fletcher	Minneapolis, Minn.	Jno. M. Egan	St. Paul, Minn.
A. Oppenheim	St. Paul, Minn.	A. Kalman	St. Paul, Minn.
S. O. Stokely	St. Paul, Minn.	Jno. L. Pratt	Sycamore, Ill.
Charles Nichols	St. Paul, Minn.		

FINANCE COMMITTEE.

Ed. Hon. Wm. Lidderdale	London, England.	Albert H. G. Gray	London, England.
A. P. Wallace	London, England.	O. Silgo De Pothoner	London, England.
Howard Gilliat	London, England.		

OFFICERS.

TITLE.	NAME.	LOCATION OF OFFICE.
President	Jno. M. Egan	St. Paul, Minn.
Vice-President	Arnold Kalman	St. Paul, Minn.
Secretary	R. C. Wight	St. Paul, Minn.
Treasurer	W. B. Bend	St. Paul, Minn.
General Manager	Jno. M. Egan	St. Paul, Minn.
Assistant General Superintendent	J. Berlinget	Oelwein, Iowa.
Division Superintendent	J. A. Kelly	Chicago, Ill.
Division Superintendent	B. F. Egan	Dubuque, Iowa.
Division Superintendent	L. B. Ridpath	Des Moines, Iowa.
Chief Engineer	H. Fernstrom	St. Paul, Minn.
Superintendent of Telegraph	D. M. Cobb	St. Paul, Minn.
Auditor	M. C. Healion	Oelwein, Iowa.
General Passenger Agent	F. H. Lord	Chicago, Ill.
General Freight Agent	C. C. Stohr	Chicago, Ill.
General Collectors.	Lusk, Burn & Hadley	St. Paul, Minn.

CHICAGO, ST. PAUL, MINNEAPOLIS & OMAHA RAILWAY CO.—CONTINUED.

PROPERTY OPERATED.

1. Railroad line represented by capital stock.
 - a. Main line.
 - b. Branches and spurs.
2. Proprietary companies whose entire capital stock is owned by this company.

NAME.	TERMINALS.		Miles of line for each named.	Miles of line for each of class named.
	FROM—	TO—		
1. A—MAIN LINE.				
C. St. P. M. & O. Ry.	Elroy	St. Paul	195.17	
	North Wisconsin Jct.	Bayfield	175.24	
	East Claire	Succow	10.37	
	Superior Junction	(Taska Street Switch)	09.37	
	St. Paul	Le Mar	243.76	
	Mo. Riv. at Covington	Omaha	152.96	882.31
1. B—BRANCH LINE.				
C. St. P. M. & O. Ry.	St. Croix Draw Bridge	Sullivan River Switch	4.35	
	River Falls Junction	Sullivan River	24.82	
	Meridian	Marshfield	38.67	
	Ashtland Junction	Ashtland	4.38	
	Ashtland Shore Line	Ashtland	1.31	
	West Eau Claire	Shaw's Mills	* 2.74	
	Fairbairn	Mondak	37.01	
	Menominee Junction	Menominee	2.76	
	Menominee Junction	Cedar Falls	2.61	
	Lake Crystal	Elmore	63.48	
	Heron Lake	Pigeonton	55.19	
	Sioux Falls Junction	Mitchell	130.72	
	Laverne	Doon	18.25	
	Coburn Junction	Poncha	26.30	
	Emerson	Norfolk	46.50	
	Wakarusa	Hartington	33.76	
	Waynes	Bloomfield	44.14	518.83
2. PROPRIETARY COMPANY'S.				
Superior Short Line Ry.	Superior City	Connor's Pond	8.28	
St. Louis & S. Ry. of Minn.	Rice's Pond	Duluth	2.60	10.88
TRACKAGE RENTS.				
St. Paul & Northern P. Ry.	West Superior	Rice's Point	1.50	
Great Northern Ry.	St. Paul	Minneapolis	11.40	
Mpls. & St. Louis Ry.	Minneapolis	Meridian Junction	27.09	
St. Central & R. Ry.	St. Paul	Sioux City	38.39	
Sioux City Bridge Co.	Bridge across Mo. Riv.	and tracks at Sioux C.	3.90	
Sioux City & Pac. R. R.	Sioux City	Sioux C. Bridge track	.50	69.59
Total				1,481.11

CHICAGO, SANTA FE & CALIFORNIA RAILWAY COMPANY.

DIRECTORS.	POST-OFFICE ADDRESS.	DIRECTORS.	POST-OFFICE ADDRESS.
G. C. Magnus.	New York, N. Y.	G. H. Peck.	Chicago, Ill.
J. W. McInnis.	New York, N. Y.	Nelson Morris.	Chicago, Ill.
Emma Williams.	Chicago, Ill.	H. B. Sarge.	Chicago, Ill.
J. J. Reinhart.	Boston, Mass.	Abraham Peck.	Chicago, Ill.
J. B. Robinson.	Chicago, Ill.	R. P. Cheney.	Boston, Mass.
Edwin Keith.	Chicago, Ill.	Allen Spence.	Boston, Mass.
B. Morrison.	Peoria, Ill.		

CHICAGO, SANTA FE & CALIFORNIA RAILWAY COMPANY—CONTINUED.

OFFICERS

TITLE	NAME	LOCATION OF OFFICE
Chairman of the Board	C. O. Magoun	New York, N. Y.
President	J. W. Heinrich	Northampton, Mass.
Vice-President	D. B. Robinson	Chicago, Ill.
Secretary and Treasurer	D. L. Gallup	Chicago, Ill.
General Solicitor	G. B. Peck	Chicago, Ill.
General Counsel	J. J. McCook	New York, N. Y.
Comptroller	F. P. Whitehead	Boston, Mass.
Auditor	G. B. Howard	Chicago, Ill.
Assistant Auditor	W. A. Burroughs	Boston, Mass.
General Manager	James L. Smith	Topsfield, Mass.
Insurance Department	W. K. Gillette	Chicago, Ill.
Superintendent	G. L. Goodwin	Boston, Mass.
Superintendent	E. Widner	Topsfield, Mass.
Superintendent	L. C. Deming	Boston, Mass.

PROPERTY OPERATED

NAME.	TERMINAL.		Miles of line for each road turned	Miles of line released of road
	FROM—	TO—		
CHL. SANTA FE & CAL. Ry—				
Wala line.....	Crawford Ave., Ill.	Big Blue Junction, Mo.	438.57	
Branches.....	Ancona, Ill.	Streator Junction, Ill.	54.41	
	Pekin, Junction, Ill.	Pekin Ill.		402.99
Miss River R. R. & T. B.	Bridge and approaches	over Mississippi River.	.61	
The Shirley Bridge.....	Bridge and approaches	over Missouri River....	.76	1.37
A. T. & S. F. R. R. in Chi'go.	Terminals in Chicago.			2.15
Chl. & G. T. St. Jot. Ry.			3.82	
Chl. & W. Fed. R. R.			4.94	
Toledo, Peoria & W. R. R.	Streator Junction, Ill.	Pekin Junction, Ill.	5.91	
Kansas City Belt Ry.....	Big Blue, Mo.	Kansas City, Mo.	6.44	
				20.81
Total.....				515.57
Proportion for Iowa.....				19.15

CROOKED CREEK RAILROAD COMPANY.

DIRECTORS.	POST-OFFICE ADDRESS.	DIRECTORS.	POST-OFFICE ADDRESS.
Walter C. Willson.....	Webster City.	Wm. P. McLaren.....	Milwaukee, Wis.
J. M. Funk.....	Webster City.	A. K. Hamilton.....	Milwaukee, Wis.
C. F. Burnham.....	Milwaukee, Wis.	Mrs. E. L. Hanson ..	Chicago, Ill.
John C. Burnham.....	Milwaukee, Wis.		

OFFICERS

TITLE	NAME	LOCATION OF OFFICE
President	William C. Willson	Lehigh, Iowa
Vice-President	J. O. Burnham	Milwaukee, Wis.
Secretary	M. M. Funk	Webster City, Iowa
Auditor	J. E. Kellogg	Lehigh, Iowa
General Manager	Sam'l McClure	Lehigh, Iowa
General Passenger Agent	T. E. Wilson	Lehigh, Iowa

CROOKED CREEK RAILROAD COMPANY—CONTINUED.

PROPERTY OPERATED.

NAME.	TERMINALS.		Miles of line for each road named.
	FROM—	TO—	
Crooked Creek Railroad Company.....	Lehigh, Iowa	Judd, Iowa	9.70
	Border Plains.....	Webster City.....	13.57
Total.....			23.27

DES MOINES, NORTHERN & WESTERN RAILWAY COMPANY.

DIRECTORS.	POST-OFFICE ADDRESS.	DIRECTORS.	POST-OFFICE ADDRESS.
F. M. Hubbell.....	Des Moines.	E. M. Dodge.....	New York City.
F. C. Hubbell.....	Des Moines.	A. B. Cummins.....	Des Moines.
H. D. Thompson.....	Des Moines.	L. M. Martin.....	Des Moines.
A. N. Denman.....	Des Moines.		

OFFICERS.

TITLE.	NAME.	LOCATION OF OFFICE.
President.....	F. M. Hubbell.....	Des Moines, Iowa.
Vice-President.....	F. C. Hubbell.....	Des Moines, Iowa.
Secretary.....	N. L. Chase.....	Des Moines, Iowa.
Treasurer.....	H. D. Thompson.....	Des Moines, Iowa.
General Solicitor.....	A. B. Cummins.....	Des Moines, Iowa.
Chief Engineer.....	C. W. McMeekin.....	Des Moines, Iowa.
Superintendent.....	F. C. Hubbell.....	Des Moines, Iowa.
Assistant Superintendent.....	C. W. Huntington.....	Des Moines, Iowa.
Superintendent of Telegraph.....	P. Horton.....	Des Moines, Iowa.
General Freight Agent.....	Horace Seely.....	Des Moines, Iowa.

PROPERTY OPERATED.

NAME.	TERMINALS.		Miles of line for each road named.
	FROM—	TO—	
Des M., Northern & Western Ry. Co.,	Des Moines.	Boone.	42.00
	Clive.....	Fonda.....	107.00
Total.....			149.00

DUBUQUE & SIOUX CITY RAILROAD COMPANY.

DIRECTORS.

NAME.	POST-OFFICE ADDRESS.	NAME.	POST-OFFICE ADDRESS.
S. Van R. Cruger.....	New York, N. Y.	C. W. Mitchell.....	Dubuque, Iowa.
S. L. Dows.....	Cedar Rapids, Iowa.	James P. Peavy.....	Siuux City, Iowa.
Stuyvesant Fish.....	Chicago, Ill.	J. Y. Rider.....	Dubuque, Iowa.
A. S. Garretson.....	Sioux City, Iowa.	W. H. Torbert.....	Dubuque, Iowa.
E. T. H. Gibson.....	New York, N. Y.	M. M. Walker.....	Dubuque, Iowa.
J. T. Harahan.....	Chicago, Ill.	J. C. Walling.....	Chicago, Ill.
J. T. Harahan.....	Dubuque, Iowa.	E. C. Woodruff.....	Elizabeth, N. J.
E. H. Harriman.....	New York, N. Y.		

DUBUQUE & SIOUX CITY RAILROAD COMPANY—CONTINUED.

OFFICERS.

TITLE.	NAME.	LOCATION OF OFFICE.
President.....	Stuyvesant Fish.....	Chicago, Ill.
First Vice-President.....	J. C. Walling.....	Chicago, Ill.
Second Vice-President.....	J. T. Harahan.....	Chicago, Ill.
Secretary.....	A. G. Hackstaff.....	New York, N. Y.
Treasurer.....	Henry D. Wolf.....	Chicago, Ill.
Assistant Treasurer.....	E. T. H. Gibson.....	New York, N. Y.
General Solicitor.....	James Fentress.....	Chicago, Ill.
Attorney or General Counsel.....	B. F. Ayer.....	Chicago, Ill.
Attorney.....	W. J. Knight.....	Dubuque, Iowa.
Attorney.....	J. F. Duncombe.....	St. Dodge, Iowa.
Chief Engineer.....	J. F. Walling.....	Chicago, Ill.
General Superintendent.....	A. W. Sullivan.....	Chicago, Ill.
Assistant General Superintendent.....	J. G. Hartigan.....	Chicago, Ill.
Division Superintendent.....	F. W. Quinby.....	Dubuque, Iowa.
Superintendent of Telegraph.....	C. K. Dixon.....	Cherokee, Iowa.
Traffic Manager.....	G. M. Dugan.....	Chicago, Ill.
Assistant Traffic Manager.....	T. J. Hudson.....	Chicago, Ill.
General Freight Agent.....	M. C. Narkham.....	Chicago, Ill.
General Passenger Agent.....	W. E. Keupers.....	Chicago, Ill.
	A. H. Hanson.....	Chicago, Ill.

PROPERTY OPERATED.

NAME.	TERMINALS.		Miles of line for each road named.	Miles of line for each class of roads named.
	FROM—	TO—		
Dubuque & Sioux City R. R.	Dubuque, Iowa.	Sioux City, Iowa.	41.85	120.50
	Manchester, Iowa.	Cedar Rapids, Iowa.	59.10	
	Cherokee, Iowa.	Onawa, Iowa.	36.48	107.43
	Cherokee, Iowa.	Sioux Falls.	75.58	
Cedar Falls & Minn. R. R.	Cedar Falls, Iowa.	Minnesota state line.		500.50
Total.....				

HUMESTON & SHENANDOAH RAILROAD COMPANY.

DIRECTORS.	POST-OFFICE ADDRESS.	DIRECTORS.	POST-OFFICE ADDRESS.
James F. How.....	St. Louis, Mo.	W. W. Baldwin.....	Burlington, Iowa.
Chas. M. Hays.....	St. Louis, Mo.	H. R. Scott.....	Burlington, Iowa.
Geo. L. Grover.....	St. Louis, Mo.	H. E. Jarvis.....	Burlington, Iowa.

OFFICERS.

TITLE.	NAME.	LOCATION OF OFFICE.
President.....	James F. How.....	St. Louis, Mo.
Secretary.....	E. C. Murphy.....	Clarinda, Iowa.
Treasurer.....	W. W. Baldwin.....	Burlington, Iowa.
Auditor and Assistant Treasurer.....	H. H. Ellis.....	Clarinda, Iowa.
General Manager.....	E. C. Murphy.....	Clarinda, Iowa.
General Freight Agent.....	H. S. Nelson.....	Clarinda, Iowa.
General Passenger Agent.....		

PROPERTY OPERATED.

NAME.	TERMINALS.		Miles of line for each road named.	Miles of line for each class of roads named.
	FROM—	TO—		
Humeston & Shenandoah R. R.	Van Wert, Iowa.	Shenandoah, Iowa.	94.45	94.45
	Humeston, Iowa.	Van Wert, Iowa.	17.08	17.0
Total.....				112.53

IOWA CENTRAL RAILWAY COMPANY.

DIRECTORS.

NAME.	P. O. ADDRESS.	NAME.	P. O. ADDRESS.
Russell Sage.....	New York.	E. H. Perkins, Jr.....	New York.
E. E. Chase.....	New York.	E. McNeill.....	Marshalltown.
O. E. Talbot.....	New York.	C. H. Acker.....	Chicago.
W. E. Strong.....	New York.	Rufus R. Sage.....	Chicago.
H. J. Morse.....	New York.		

OFFICERS.

TITLE.	NAME.	LOCATION OF OFFICE.
President.....	Russell Sage.....	New York, N. Y.
Vice-President.....	E. E. Chase.....	New York, N. Y.
Secretary and Treasurer.....	Geo. R. Morse.....	New York, N. Y.
Local Treasurer.....	T. J. Fletcher.....	Marshalltown, Iowa.
General Manager.....	E. McNeill.....	Marshalltown, Iowa.
Superintendent.....	J. P. O'Brien.....	Marshalltown, Iowa.
Assistant Superintendent.....	W. H. Voorhies.....	Marshalltown, Iowa.
Superintendent of Telegraph.....	G. N. Gish.....	Marshalltown, Iowa.
General Auditor.....	E. S. Benson.....	Marshalltown, Iowa.
General Passenger Agent.....	T. P. Barry.....	Marshalltown, Iowa.
Traffic Manager.....	A. F. Banks.....	Marshalltown, Iowa.
General Solicitor.....	A. C. Daly.....	Marshalltown, Iowa.

PROPERTY OPERATED.

1. Railroad line represented by capital stock. *i. a.* Main line.
2. Proprietary companies whose entire capital stock is owned by this company.
3. Line operated under lease for specified sum.
4. Line operated under contract, or where the rental is contingent upon earnings or other considerations.
5. Line operated under trackage rights.

NAME.	TERMINALS.		Miles of line for each road named.	Miles of line for each road named.
	FROM—	TO—		
1. Main line.....	Albia, Iowa.	Manly Junction, Ia.....	175.401	
	Okaloosa, Iowa.	Mississippi River.....	95.127	
	Mississippi River.....	lowa Junction, Ill.....	89.650	361.587
Branches.....	Hampton, Iowa.	Reimond, Iowa.....	22.203	
	Minerva Junction, Ia.	Story City, Iowa.....	34.510	
	Newburg, Iowa.	State Center, Iowa.....	26.440	
	S. & M. Junction, Iowa.	Montezuma, Iowa.....	12.817	
	New Sharon, Iowa.	Newton, Iowa.....	15.728	
	Lynnville Junction, Ia.	Lynnville.....	2.500	
Spur.....	Carbon Junction, Iowa.	Carbonado, Iowa.....	2.431	129.644
2. None.....				
3. Kleeburg Bridge Co.....	Across Mississippi Riv.	at Kleeburg.....	2.570	2.570
4. None.....				
5. Peoria & Pekin Union Ry.	lowa Junction, Illinois.	Peoria, Illinois.....	8.560	8.560
Total.....				497.601

IOWA NORTHERN RAILWAY COMPANY.

DIRECTORS.

NAME.	P. O. ADDRESS.	NAME.	P. O. ADDRESS.
J. S. Wylie.....	Davenport, Iowa.	T. H. Griggs.....	Davenport, Iowa.
D. Ryan.....	Newton, Iowa.	D. S. Couch.....	Coifax, Iowa.
Geo. A. Goodrich.....	Coifax, Iowa.		

OFFICERS.

TITLE.	NAME.	LOCATION OF OFFICE.
President.....	J. S. Wylie.....	Davenport, Iowa.
Vice-President.....	D. Ryan.....	Newton, Iowa.
Secretary.....	Geo. A. Goodrich.....	Coifax, Iowa.
Treasurer.....	D. S. Couch.....	Coifax, Iowa.
General Superintendent.....	Geo. A. Goodrich.....	Coifax, Iowa.

PROPERTY OPERATED.

NAME.	TERMINALS.		Miles of line for each road named.
	FROM—	TO—	
Iowa Northern Railway.....	Coifax.....	Valeria.....	5.90
Iowa Northern Railway branch.....	Julie Junction.....	Black Creek Mine.....	1.00
Total.....			6.90

KEOKUK & WESTERN RAILROAD COMPANY.

DIRECTORS.		DIRECTORS.	
POST-OFFICE ADDRESS.		POST-OFFICE ADDRESS.	
T. DeWitt Gayler.....	Philadelphia, Pa.	W. H. Gelbart.....	New York, 44 Pine St.
G. H. Candee.....	New York, 44 Pine St.	F. M. Drake.....	Centerville, Iowa.
Benj. Strong.....	New York, 44 Pine St.	A. C. Goodrich.....	Keokuk, Iowa.
Francis Paton.....	New York, 44 Pine St.	E. T. Hughes.....	Keokuk, Iowa.
Benj. Graham.....	New York, 44 Pine St.		

OFFICERS.

TITLE.	NAME.	LOCATION OF OFFICE.
President.....	E. T. Hughes.....	Keokuk, Iowa.
Vice-President.....	T. DeWitt Gayler.....	Philadelphia, Pa.
Secretary.....	J. F. Elder.....	Keokuk, Iowa.
Treasurer.....	C. M. Jessup.....	New York, N. Y.
Auditor.....	J. F. Elder.....	Keokuk, Iowa.
General Manager.....	A. C. Goodrich.....	Keokuk, Iowa.
Superintendent of Telegraph.....	J. P. Boyle.....	Keokuk, Iowa.
General Freight Agent.....	A. M. McCrae.....	Keokuk, Iowa.
Assistant General Passenger Agent.....	J. F. Elder.....	Keokuk, Iowa.

PROPERTY OPERATED.

NAME.	TERMINALS.		Miles of line for each road named.	Miles of line for each road named.
	FROM—	TO—		
Keokuk & Western R. R.....	Alexandria, Mo.....	Van Wert, Iowa.....	142.80	
St. Louis & N. W. R. R.....	Keokuk.....	Alexandria, Mo.....	9.17	
Total.....				147.97

MASON CITY & FORT DODGE RAILROAD COMPANY.

DIRECTORS.	POST-OFFICE ADDRESS.	DIRECTORS.	POST-OFFICE ADDRESS.
James G. Hill.....	St. Paul, Minn.	Wm. A. Stephens.....	St. Paul, Minn.
David C. Stearns.....	St. Paul, Minn.	S. S. Breed.....	St. Paul, Minn.
Ham. Brown.....	Ft. Dodge, Iowa.		

OFFICERS.

TITLE.	NAME.	LOCATION OF OFFICE.
President.....	Wm. A. Stephens.....	St. Paul, Minn.
Secretary and Treasurer.....	S. T. Meservey.....	Ft. Dodge, Iowa.
Auditor.....	R. W. Eager.....	
General Manager.....	C. C. Burdick.....	Mason City, Iowa.
Superintendent of Telegraph.....	C. M. Halstead.....	Mason City, Iowa.
Asst. General Passenger Agent.....	James Mahoney.....	Mason City, Iowa.

PROPERTY OPERATED.

NAME.	TERMINALS.		Miles of line for each road named.	Miles of line for each class of roads named.
	FROM—	TO—		
Mason City & Ft. Dodge.....	Mason City.....	Lehigh.....	88.40	
	Carbon Junction.....	Coalville.....	3.60	
Total.....				92.00

MINNEAPOLIS & ST. LOUIS RAILWAY COMPANY.

DIRECTORS.	POST-OFFICE ADDRESS.	DIRECTORS.	POST-OFFICE ADDRESS.
G. J. Ives.....	Cedar Rapids.....	W. D. Hale.....	Minneapolis, Minn.
Wm. Strauss.....	New York City, N. Y.	W. H. Truesdale.....	Minneapolis, Minn.
W. A. Reed.....	New York City, N. Y.	W. L. Bull.....	New York City, N. Y.
E. Hawley.....	New York City, N. Y.	J. Kennedy Tod.....	New York City, N. Y.
W. D. Washburn.....	Minneapolis, Minn.		

OFFICERS.

TITLE.	NAME.	LOCATION OF OFFICE.
President.....	W. H. Truesdale.....	Minneapolis, Minn.
Secretary and Treasurer.....	Joseph Gaskell.....	Minneapolis, Minn.
General Solicitor.....	A. E. Clark.....	Minneapolis, Minn.
Auditor.....	C. C. Post.....	Minneapolis, Minn.
General Manager.....	W. H. Truesdale.....	Minneapolis, Minn.
General Superintendent.....	T. E. Clark.....	Minneapolis, Minn.
Assistant Superintendent.....	H. S. Holm.....	Ft. Dodge, Iowa.
Superintendent of Telegraph.....	W. F. Fox.....	Minneapolis, Minn.
General Freight Agent.....	W. M. Hopkins.....	Minneapolis, Minn.
General Passenger Agent.....	C. M. Pratt.....	Minneapolis, Minn.
Receiver.....	W. H. Truesdale.....	Minneapolis, Minn.

MINNEAPOLIS & ST. LOUIS RAILWAY COMPANY—CONTINUED.

PROPERTY OPERATED.

- Railroad lines represented by capital stock:
 - Main line.
 - Branches and spurs.
- Proprietary companies whose entire capital stock is owned by this company.
- Line operated under lease for specified sum.
- Line operated under contract, or where the rent is contingent upon earnings or other considerations.
- Line operated under trackage rights.

NAME.	TERMINALS.		Miles of line for each road named.	Miles of line for each class of roads named.
	FROM—	TO—		
1. Minneapolis & St. L. Ry.....	Minneapolis, Minn.	August, Iowa.....	260.60	260.60
2. Minneapolis & St. L. Ry.....	Hopkins, Minn.	Martin, Minn.....	19.70	
3. Minneapolis & St. L. Ry.....	Marlton Jet., Minn.	Lake Park, Minn.....	1.80	65.50
4. Minneapolis & St. L. Ry.....	Kalo Jet., Iowa.....	Kalo, Iowa.....	1.80	
5. St. Paul & N. Pacific R. R. Co.	5th St. St. P. Minn.	20th Ave., Minn.....	12.10	12.10
Total.....				367.70

OMAHA & ST. LOUIS RAILWAY COMPANY.

DIRECTORS.	POST-OFFICE ADDRESS.	DIRECTORS.	POST-OFFICE ADDRESS.
Henry W. Eaton.....	New York City.	Chas. T. Thompson.....	New York City.
James H. Smith.....	New York City.	Walter Bond.....	New York City.
Edward W. Sheldon.....	New York City.	W. H. M. Pusey.....	Council Bluffs.
Geo. W. Smith.....	New York City.		

OFFICERS.

TITLE.	NAME.	LOCATION OF OFFICE.
President.....	James H. Smith.....	New York, N. Y.
Vice-President.....	Henry W. Eaton.....	New York, N. Y.
Secretary.....	T. E. Wire.....	New York, N. Y.
Treasurer.....	Henry W. Eaton.....	New York, N. Y.
General Solicitor.....	Theodore Sheldon.....	Chicago, Ill.
Auditor.....	W. L. Reddon.....	Council Bluffs, Iowa.
General Manager.....	F. M. Gault.....	Council Bluffs, Iowa.
General Superintendent.....	A. E. Buchanan.....	Stanberry, Mo.
Superintendent of Telegraph.....	J. O. Kinsman.....	Decatur, Ill.
Receiver.....	J. F. Bernard.....	Council Bluffs, Iowa.

PROPERTY OPERATED.

NAME.	TERMINALS.		Miles of line for each road named.
	FROM—	TO—	
Omaha & St. Louis Railway.....	Council Bluffs, Iowa.....	Pattonsburg, Mo.....	145.00
Total.....			145.00

PRAIRIE DU CHIEN & MCGREGOR RAILWAY COMPANY.

DIRECTORS.	POST-OFFICE ADDRESS.	DIRECTORS.	POST-OFFICE ADDRESS.
Thomas C. Lawler.....	Prairie du Chien, Wis.	Dan. W. Lawler.....	Prairie du Chien, Wis.
James Lawler.....	Prairie du Chien, Wis.	Jos. C. Lawler.....	Prairie du Chien, Wis.
John D. Lawler.....	Prairie du Chien, Wis.		

OFFICERS.

President.....	Thomas C. Lawler.....	Prairie du Chien, Wis.
Vice-President.....	John D. Lawler.....	Prairie du Chien, Wis.
Treasurer.....	Thomas C. Lawler.....	Prairie du Chien, Wis.

PROPERTY OPERATED.

NAME.	TERMINALS.		Miles of line for each road named.
	FROM—	TO—	
Prairie du Chien & McGregor.....	Prairie du Chien.....	North McGregor.....	2.00
Total.....			2.00

SIOUX CITY & NORTHERN RAILROAD.

DIRECTORS.	POST-OFFICE ADDRESS.	DIRECTORS.	POST-OFFICE ADDRESS.
Ed. Haakinson.....	Sioux City, Iowa.	E. H. Hubbard.....	Sioux City, Iowa.
John Horneick.....	Sioux City, Iowa.	Clarkson Lindley.....	Minneapolis, Minn.
Craig L. Wright.....	Sioux City, Iowa.	W. E. Dodge.....	Minneapolis, Minn.
J. P. Wall.....	Sioux City, Iowa.	M. D. Graver.....	St. Paul, Minn.
A. S. Garretson.....	Sioux City, Iowa.		

OFFICERS.

TITLE.	NAME.	LOCATION OF OFFICE.
President.....	A. S. Garretson.....	Sioux City, Iowa.
Secretary.....	Geo. W. Oakley.....	Sioux City, Iowa.
Treasurer.....	Geo. W. Oakley.....	Sioux City, Iowa.
Chief Engineer.....	E. S. Johnson.....	Sioux City, Iowa.
General Solicitor, Attorney or Counsel.....	Wright, Hubbard & Yeomans.....	Sioux City, Iowa.
Auditor.....	Geo. Hills.....	Sioux City, Iowa.
General Freight Agent.....	T. A. Price.....	Sioux City, Iowa.
General Passenger Agent.....	W. B. McKider.....	Sioux City, Iowa.
Superintendent of Telegraph.....	F. W. Ackley.....	Sioux City, Iowa.

PROPERTY OPERATED.

1. Main line owned.
5. Line of proprietary companies.

NAME.	TERMINALS.		Miles of line for each road named.
	FROM—	TO—	
1. Sioux City & Northern R. E.....	Sioux City, Iowa.....	Garretson, S. D.	96.00
5. Sioux City Terminal Railway & Warehouse Company.....	Division street, Sioux City, Iowa.....	Douglass street, Sioux City, Iowa.....	1.28
Total.....			97.28

SIOUX CITY & PACIFIC RAILROAD COMPANY.

DIRECTORS.	POST-OFFICE ADDRESS.	DIRECTORS.	POST-OFFICE ADDRESS.
Marvin Hughitt.....	Chicago, Ill.	Horace Williams.....	Clinton, Iowa.
Albert Kerp.....	Chicago, Ill.	William H. Newman.....	Chicago, Ill.
Martin L. Sykes.....	New York City.	Marshall M. Kirkman.....	Chicago, Ill.
Wm. H. Stenett.....	Chicago, Ill.	Joseph B. Redfield.....	Chicago, Ill.
Daniel P. Kimball.....	Boston, Mass.		

OFFICERS.

TITLE.	NAME.	LOCATION OF OFFICE.
President.....	Marvin Hughitt.....	Chicago, Ill.
Vice-President.....	M. L. Sykes.....	New York, N. Y.
Secretary.....	Joseph B. Redfield.....	Chicago, Ill.
Treasurer.....	M. M. Kirkman.....	Chicago, Ill.
Chief Engineer.....	John B. Barry.....	Omaha, Neb.
General Attorney.....	John B. Barry.....	Omaha, Neb.
Auditor.....	J. B. Redfield.....	Chicago, Ill.
General Manager.....	George G. Burdick.....	Omaha, Neb.
General Passenger Agent.....	John R. Buchanan.....	Omaha, Neb.
General Superintendent.....	Chas. H. Hughes.....	Omaha, Neb.
Division Superintendent.....	Henry C. Mahanna.....	Fremont, Neb.
Superintendent of Telegraph.....	W. P. McFarlane.....	Omaha, Neb.

PROPERTY OPERATED.

NAME.	TERMINALS.		Miles of line for each road named.	Miles of line for each of roads named.
	FROM—	TO—		
Sioux City & Pacific R. R.	Sioux City, Iowa.....	Fremont, Neb.....	101.58	107.42
Missouri Valley.....	Missouri Valley.....	California Junction.....	5.84	
Total.....				107.42

TABOR & NORTHERN RAILWAY COMPANY.

DIRECTORS.	POST-OFFICE ADDRESS.	DIRECTORS.	POST-OFFICE ADDRESS.
Wm. M. Brooks.....	Tabor, Iowa.....	H. T. Woods.....	Tabor, Iowa.
J. M. Barber.....	Tabor, Iowa.....	J. E. Todd.....	Vermillion, S. D.
A. S. Prouty.....	Tabor, Iowa.....	Tom. McClelland.....	Forest Grove, Oregon.
A. L. West.....	Tabor, Iowa.....		

OFFICERS.

TITLE.	NAME.	LOCATION OF OFFICE.
President.....	W. M. Brooks.....	Tabor, Iowa.
Vice-President.....	J. E. Todd.....	Vermillion, S. Dakota.
Secretary.....	H. T. Woods.....	Tabor, Iowa.
Treasurer.....	J. M. Barber.....	Tabor, Iowa.
Auditor.....	J. C. Tipple.....	Tabor, Iowa.
General Manager.....	A. T. West.....	Tabor, Iowa.
General Superintendent.....	A. S. Prouty.....	Tabor, Iowa.
General Passenger Agent.....	A. S. Prouty.....	Tabor, Iowa.

PROPERTY OPERATED.

NAME.	TERMINALS.		Miles
	FROM—	TO—	
Tabor & Northern Railway.....	Tabor.....	Malvern.....	8.75
Total.....			8.75

WABASH RAILROAD COMPANY.

DIRECTORS.

NAME.	POST-OFFICE ADDRESS.	NAME.	POST-OFFICE ADDRESS.
O. D. Ashley	New York City, N. Y.	John T. Terry	New York, N. Y.
George J. Gould	New York City, N. Y.	Russell Sage	New York, N. Y.
Edgar T. Welles	New York City, N. Y.	Francis Pay	London, Eng.
Henry K. McHarg	New York City, N. Y.	C. C. Macrae	London, Eng.
C. J. Lawrence	New York City, N. Y.	P. B. Wyckoff	New York, N. Y.
S. C. Reynolds	Toledo, Ohio.	Edwin Gould	New York, N. Y.
Thos. K. Hubbard	New York, N. Y.		

OFFICERS.

TITLE.	NAME.	LOCATION OF OFFICE.
President	O. D. Ashley	New York, N. Y.
Vice-Presidents	Edgar T. Welles	New York, N. Y.
	James F. How	St. Louis, Mo.
Secretary	C. C. Otis	New York, N. Y.
Treasurer	F. L. O'Leary	St. Louis, Mo.
General Manager	C. M. Hays	St. Louis, Mo.
General Superintendent	H. L. Magee	St. Louis, Mo.
Division Superintendents	E. A. Gould	Pero, Ind.
	E. H. McGeehan	Chicago, Ill.
Chief Engineer	W. S. Lincoln	St. Louis, Mo.
Superintendent of Telegraph	G. C. Kinsman	Decatur, Ill.
Auditor	D. B. Howard	St. Louis, Mo.
General Passenger Agent	F. Chandler	St. Louis, Mo.
General Freight Agent	S. B. Knight	St. Louis, Mo.
General Solicitor	W. H. Budgett	St. Louis, Mo.

PROPERTY OPERATED.

NAME.	TERMINALS.	Miles of line for each named.	Miles of line for each class of named.
	FROM—	TO—	
Lines Owned— The Wabash Railroad	Toledo	E. Hannibal	402.3
	Bluffs	Camp Point	30.4
	Clayton	Elvaston	34.5
	Decatur	St. Louis	110.2
	Edwardsville	Edwardsville Crossing	8.5
	Auburn Junction	Effingham	205.4
	Shunway	Altamont	10.3
	Fairbury	Streator	31.5
	Delray	Butler	109.9
	Moncton	Clarke Junction	149.7
	St. Louis	Harden	274.8
	St. L. Franklin Ave.	Ferguson	10.8
	Moberly	Ottumwa	131.2
	Salsburg	Glamburg	15.0
			1,504.0
Lines Leased— Louisiana and Pike Co. R. R.	Pittsfield Junction	Pittsfield	6.1
	Butler	Logansport	94.2
	Peru and Detroit Ry. Co.	Peru	9.5
	Brunswick	Chillicothe	28.2
	St. Louis, Council R. & Omaha	Pattonsburg	41.4
	Boone Co. & Booneville R. R.	Centralla	21.6
			211.0
Lines Operated Under Joint Trackage Arrangements— Chl. Burlington & Quincy	Camp Point	Quincy	21.5
	Toledo, Peoria & Western	Elvaston	6.5
	Chicago & Western Indiana	Chicago	8.0
	Toledo, Peoria & Western	Fairbury	5.5
	Detroit Union Dep. & Station	Detroit Union Dep.	4.6
	Co. and Fort St. U. Dep. Co.	Clarke Junction	5.7
	Chicago & Calumet Terminal	State Line (Ind. & Ill.)	11.8
	Chicago & Western Indiana	Auburn Junction	5.1
	Terminal R. R. Ass'n St. L.	Tayon Avenue	5.1

CONDENSED RETURNS OF RAILROAD COMPANIES.

WABASH RAILROAD COMPANY—CONTINUED.

PROPERTY OPERATED—CONTINUED.

NAME.	TERMINALS.	Miles of line for each named.	Miles of line for each class of named.
	FROM—	TO—	
Hannibal & St. Joseph	Hannibal	Kansas City	1.5
Chl. Rock Island & Pacific	Ottumwa	Harvey	36.0
Lines Belonging to Purchasing Committee			108.9
Attica, Covington & South's	Attica	Covington	14.9
Champaign Branch	Champaign	Sidney	11.1
Des Moines & St. Louis	Harvey	Des Moines	43.4
Total mileage operated			1,978.8

Note—In addition to the above joint trackage arrangements, this company has an arrangement with the Missouri, Kansas & Texas Railroad whereby it runs 1-1/2 passenger trains over the track of the Missouri, Kansas & Texas Railroad between Hannibal and Moberly, a distance of 70 miles.

*The line from Albia to Harvey, 21.4 miles, is not now being operated and the mileage is not included above. This is a part of the Des Moines & St. Louis R. R. and belongs to the Purchasing Committee.

RECAPITULATION SHOWING LINES OPERATED EAST AND WEST OF THE MISSISSIPPI RIVER.

DESCRIPTION OF LINES.	Owned.	Leased.	Operated under joint trackage arrangements.	Belonging to purchasing committee.	Total.
FROM—	TO—				
Lines East of the Mississippi River.					
Toledo	East Hannibal	402.3			402.3
Bluffs	Camp Point	30.4			30.4
Camp Point	Quincy		21.5		21.5
Clayton	Elvaston	34.5			34.5
Elvaston	Hannibal		6.5		6.5
Pittsfield Junction	Pittsfield		6.1		6.1
Attica	Champaign		14.8		14.8
Sidney	Champaign		11.1		11.1
Decatur	East St. Louis	110.2			110.2
Edwardsville	Edwardsville Crossing	8.5			8.5
Chicago	Auburn Junction		8.0		8.0
Auburn Junction	Effingham	205.4			205.4
Shunway	Altamont	10.3			10.3
Forest	Fairbury		5.5		5.5
Fairbury	Streator	31.5			31.5
Detroit Union Depot	Delray		4.6		4.6
Delray	Butler	109.9			109.9
Butler	Logansport		94.2		94.2
Chillicothe	Peru		9.5		9.5
Moncton	Clarke Junction	149.7			149.7
Clarke Junction	State Line (Ind. and Ill.)		5.7		5.7
State Line (Ind. and Ill.)	Auburn Junction		11.8		11.8
Total lines east		1,791.7	109.8	63.9	1,965.4
Lines West of the Mississippi River.					
St. Louis Union Depot	Tayon Avenue		0.5		0.5
St. Louis, Tayon Avenue	Hannibal	274.8			274.8
Harlem	Kansas City		1.5		1.5
St. Louis, Franklin Avenue	Ferguson		10.8		10.8
Moberly	Ottumwa	131.2			131.2
Ottumwa	Harvey		26.0		26.0
Harvey	Des Moines		43.4		43.4
Brunswick	Chillicothe		28.2		28.2
Chillicothe	Pattonsburg		41.4		41.4
Centralla	Columbia		21.6		21.6
Salsburg	Glamburg		15.0		15.0
Total lines west		432.3	101.2	40.0	573.5
Total all lines		1,504.0	211.0	103.9	1,818.9

WABASH RAILROAD COMPANY—CONTINUED.

STATEMENT SHOWING MILES OF ROAD OPERATED IN EACH STATE.

DESCRIPTION OF LINES.		Michigan.	Ohio.	Indiana.	Illinois.	Missouri.	Iowa.	Total.
FROM—	TO—							
LINES EAST OF THE MISSISSIPPI RIVER.								
Toledo	East Hannibal	75.7	106.8	219.8				402.3
Maumee	Camp Point			29.4				29.4
Camp Point	Quincy			21.2				21.2
Clayton	Evansville			24.5				24.5
Evanston	Evansville			6.5				6.5
Pittsfield Junction	Pittsfield			6.1				6.1
Altona	Covington			14.8				14.8
Sidney	Champaign			11.7				11.7
Decatur	East St. Louis			8.5				8.5
Edwardsville	Edwardsville Crossing			8.0				8.0
Chicago	Auburn Junction			20.4				20.4
Auburn Junction	Altona			10.2				10.2
Shawnee	Palmyra			5.5				5.5
Forrest	Streator			31.2				31.2
Palmyra	Streator			5.5				5.5
Petrol Union Depot	Idesley	4.6						4.6
Idesley	Butler	75.8	28.6	5.1				109.5
Butler	Idesley			5.1				5.1
Chili	Idesley			9.5				9.5
Montpelier	Idesley			9.5				9.5
Clark Junction	Idesley			10.1				10.1
State Line (Ind. & Ill.)	Auburn Junction			3.7				3.7
Total lines east		80.3	114.9	435.5	731.0			1,361.9
LINES WEST OF THE MISSISSIPPI RIVER.								
St. Louis Union Depot	Taylor Ave.			6.5				6.5
St. Louis Taylor Ave.	Harmon			24.8				24.8
Harmon	Kansas City			1.5				1.5
St. Louis Franklin Ave.	Ferguson			10.8				10.8
Meriden	Meriden			87.0				87.0
Hanna	Harvey			28.0				28.0
Harvey	Des Moines			62.4				62.4
Brussels	Chillicothe			11.4				11.4
Chillicothe	Patonsburg			21.6				21.6
Centralia	Columbia			15.5				15.5
Salisbury	Glasgow			49.2				49.2
Total lines west				492.2	124.7			616.9
Total all lines		80.3	114.9	435.5	731.0			1,361.9

WINONA & SOUTHWESTERN RAILWAY COMPANY.

DIRECTORS.	POST-OFFICE ADDRESS.	DIRECTORS.	POST-OFFICE ADDRESS.
Royal D. Carr	Winona, Minn.	M. G. Norton	Winona, Minn.
S. W. Chapman	Green, B. W. Va.	W. Simpson	Winona, Minn.
Andrew Hamilton	Winona, Minn.	Thos. Simpson	Winona, Minn.
Chas. Horton	Winona, Minn.	Wm. Hayes	Winona, Minn.
H. V. Lamberton	Winona, Minn.	Jo. Walker, Jr.	New York City.
W. R. Laird	Winona, Minn.	E. S. Yeomans	Winona, Minn.

OFFICERS.

TITLE.	NAME.	LOCATION OF OFFICE.
President	H. W. Lamberton	Winona, Minn.
Vice-President	Virgatus Simpson	Winona, Minn.
Secretary	Thos. Simpson	Winona, Minn.
Treasurer	M. G. Norton	Winona, Minn.
General Solicitor	Thos. Simpson	Winona, Minn.
Auditor	E. G. Hornbrook	Winona, Minn.
Superintendent	John J. Mahoney	Winona, Minn.
Assistant General Passenger Agt.	J. J. Mahoney	Winona, Minn.

CONDENSED RETURNS OF RAILROAD COMPANIES.

WINONA & SOUTHWESTERN RAILWAY COMPANY—CONTINUED.

PROPERTY OPERATED.

NAME.	TERMINALS.		Miles.
	FROM—	TO—	
Winona & Southwestern Ry.	Winona, Minn.	Osage, Iowa.	114.41
Total			114.41

DES MOINES UNION RAILWAY COMPANY.

DIRECTORS.	POST-OFFICE ADDRESS.	DIRECTORS.	POST-OFFICE ADDRESS.
F. C. Hubbell	Des Moines, Iowa.	A. B. Cummins	Des Moines, Iowa.
F. M. Hubbell	Des Moines, Iowa.	O. M. Dodge	New York City.
H. D. Thompson	Des Moines, Iowa.	L. M. Martin	Des Moines, Iowa.
A. N. Denham	Des Moines, Iowa.	Chas. M. Hayes	St. Louis, Mo.

OFFICERS.

TITLE.	NAME.	LOCATION OF OFFICE.
President	F. C. Hubbell	Des Moines, Iowa.
Vice President	A. B. Cummins	Des Moines, Iowa.
Secretary	F. M. Hubbell	Des Moines, Iowa.
Treasurer	H. D. Thompson	Des Moines, Iowa.
General Solicitor	A. B. Cummins	Des Moines, Iowa.
Auditor	E. G. Mitchell	Des Moines, Iowa.
General Superintendent	J. A. Wagner	Des Moines, Iowa.

PROPERTY OPERATED.

NAME.	TERMINALS.		Miles.
	FROM—	TO—	
Des Moines Union Railway Co.	Des Moines	Des Moines	2.7
Total			2.7

BURLINGTON & NORTHWESTERN RAILWAY COMPANY.

DIRECTORS.	POST-OFFICE ADDRESS.	DIRECTORS.	POST-OFFICE ADDRESS.
T. W. Barhydt	Burlington, Iowa.	Lynne Cook	Burlington, Iowa.
T. W. Barhydt	Burlington, Iowa.	C. P. Squires	Burlington, Iowa.
H. G. Garrett	Burlington, Iowa.	R. H. Scott	Burlington, Iowa.
J. T. Roney	Burlington, Iowa.	Norman Everson	Washington, Iowa.
J. W. Blythe	Burlington, Iowa.		

BURLINGTON & NORTHWESTERN RAILWAY COMPANY—CONTINUED.

OFFICERS.

TITLE.	NAME.	LOCATION OF OFFICE.
President	T. W. Barrydt	Burlington, Iowa.
Vice-President	J. T. Remy	Burlington, Iowa.
Secretary	R. M. Green	Burlington, Iowa.
Treasurer	R. M. Green	Burlington, Iowa.
Auditor	K. M. Boden	Burlington, Iowa.
General Superintendent	J. T. Gerry	Burlington, Iowa.
Superintendent of Telegraph	E. J. Goodspeed	Burlington, Iowa.
General Freight Agent	J. T. Gerry	Burlington, Iowa.
General Passenger Agent	J. T. Gerry	Burlington, Iowa.

PROPERTY OPERATED.

NAME.	TERMINALS.		Miles of line for each road named.	Miles of line class of roads named.
	FROM—	TO—		
Burlington & Northwestern Ry.	Mediapolis, Burlington.	Washington, Mediapolis.	38.73	38.73
Total				38.73

BURLINGTON & WESTERN RAILWAY COMPANY.

DIRECTORS.	POST-OFFICE ADDRESS.	DIRECTORS.	POST-OFFICE ADDRESS.
T. W. Barrydt	Burlington, Iowa	J. B. Blythe	Burlington, Iowa.
C. P. Squires	Burlington, Iowa	H. B. Scott	Burlington, Iowa.
Lyman Cook	Burlington, Iowa		

OFFICERS.

TITLE.	NAME.	LOCATION OF OFFICE.
President	T. W. Barrydt	Burlington, Iowa.
Vice-President	C. P. Squires	Burlington, Iowa.
Secretary	R. M. Green	Burlington, Iowa.
Treasurer	R. M. Green	Burlington, Iowa.
Auditor	K. M. Boden	Burlington, Iowa.
General Superintendent	J. T. Gerry	Burlington, Iowa.
Superintendent of Telegraph	E. J. Goodspeed	Burlington, Iowa.
General Freight Agent	J. T. Gerry	Burlington, Iowa.
General Passenger Agent	J. T. Gerry	Burlington, Iowa.

PROPERTY OPERATED.

NAME.	TERMINALS.		Miles.
	FROM—	TO—	
Burlington & Western	Winfield.	Oskaloosa.	70.70
*Burlington & Northwestern.	Burlington.	Winfield.	38.73
Total			109.43

* This company has, by payments of its proportion of joint expense of train service and track repairs the right to run over the Burlington & Northwestern Railway from Winfield to Mediapolis, 19.73 miles, and thence to Burlington, 13.77 miles over the B. & N. W. Ry under trackage rights of the B. & N. W. Ry with that company.

CONDENSED RETURNS OF RAILROAD COMPANIES.

DES MOINES & KANSAS CITY RAILWAY COMPANY.

DIRECTORS.	POST-OFFICE ADDRESS.	DIRECTORS.	POST-OFFICE ADDRESS.
M. B. V. Egerly	Springfield, Mass.	D. B. Wesson	Springfield, Mass.
B. F. Folsom	Exeter, N. H.	R. T. Wilson	New York, N. Y.
J. C. Newton	Des Moines, Iowa.	A. C. Barstow, Jr.	Providence, R. I.
W. F. Putnam	Exeter, N. H.	Ed. Woodman	Portland, Maine.
John S. Tilney	New York, N. Y.		

OFFICERS.

TITLE.	NAME.	LOCATION OF OFFICE.
President	M. B. V. Egerly	Springfield, Mass.
Vice-President	J. C. Newton	Des Moines, Iowa.
Secretary	B. F. Folsom	Des Moines, Iowa.
Treasurer	Fred Harris	Springfield, Mass.
General Solicitor	R. F. Kaufman	Des Moines, Iowa.
Auditor	T. C. Sherwood	Des Moines, Iowa.
General Manager	J. C. Newton	Des Moines, Iowa.
Superintendent	T. C. Sherwood	Des Moines, Iowa.
Superintendent of Telegraph	T. C. Sherwood	Des Moines, Iowa.
General Freight Agent	T. C. Sherwood	Des Moines, Iowa.
General Passenger Agent	T. C. Sherwood	Des Moines, Iowa.

PROPERTY OPERATED.

NAME.	TERMINALS.		Miles.
	FROM—	TO—	
Des Moines & Kansas City Ry. Co.	Des Moines, Iowa.	Calmarville, Mo.	112.00
Total			112.00

ADJUSTMENT OF COMPLAINTS.

ADJUSTMENT OF COMPLAINTS.

SIoux CITY, CHICAGO & BALTIMORE
RAILWAY COMPANY.

Application for condemnation proceedings for station grounds at Sioux City.

In the matter of the application of the Sioux City, Chicago & Baltimore Railway Company for authority to condemn certain property for station grounds in Sioux City, Iowa.

December 21, 1892, the Sioux City, Chicago & Baltimore Railway Company filed with the Commissioners a petition asking that said company be authorized and empowered to condemn certain lands and premises in Floyd City addition, Sioux City, Iowa, set forth and described in said petition.

January 3, 1893, was fixed upon as the time for a hearing of the matter of said application at Sioux City, and all the land owners and parties interested were duly notified of the time and place so fixed upon for such hearing.

Upon said last mentioned date the Commissioners met at Sioux City and personally examined the premises sought to be condemned and an opportunity was given for all parties interested to be heard before the Board.

The petitioner appeared by Lewis & Holmes, its attorneys. John P. Allison appeared for himself and George Weare, land owners, and Henry B. Shields, another land owner, appeared by Wilson & Quick, his attorneys. No person appeared for any of the other land owners interested in said proceeding.

The following paper in the nature of an objection to the jurisdiction of the Commissioners was filed on behalf of the said Henry B. Shields:

"Whereas, said Sioux City, Chicago & Baltimore Railway Company has made application for permission to condemn the following described premises, situated in Woodbury county, Iowa, viz.: The west two-thirds of lots eleven (11) and twelve (12), block (19) nineteen, Floyd City addition, Sioux City, in said county and State for station grounds, and, whereas, said railway corporation neither owns nor operates a completed railway in the State of Iowa, and, whereas, said Commissioners only have jurisdiction in cases of this nature where the railway corporation owns or operates a completed line of railway in the State of Iowa, therefore the said Henry B. Shields does hereby object to said Board of Railroad Commissioners granting said permission or taking any action in said matter so far as his said premises are concerned, for the reason that they have no jurisdiction in said matter.

HENRY B. SHIELDS,
By WILSON & QUICK,
His Attorneys and Agents."

Dated Sioux City, Iowa, January 3, 1893.

Mr. Allison orally made the same objection to the jurisdiction of the Commissioners in the premises.

The statute under which the Board may exercise what authority it has in such

matter was passed by the Twentieth General Assembly, approved April 14, 1884, and reads as follows:

"Any railway corporation owning or operating a completed railway in the State of Iowa, shall have power to condemn lands for necessary additional depot grounds in the same manner as is provided by law for the condemnation of the right of way, *provided*, That before any proceedings shall be instituted to condemn such additional grounds, the railway company shall apply to the Railway Commissioners, who shall give notice to the land owner and examine into the matter and report by certificate to the clerk of the circuit (district) court in the city in which the land is situated, the amount and description of the additional lands necessary for the reasonable transaction of the business, present and prospective, of such railway company. Whereupon said railway company shall have power to condemn the lands so certified by the Commissioners."

Before that statute was enacted a railway company could not exercise the power of eminent domain and condemn land for additional depot grounds. Whatever authority it now has for that purpose is contained in that section of the statute.

It is admitted on the part of the petitioner that before it can proceed in the manner provided by law to condemn the lands in question, it must be owning or operating a completed railway in the State of Iowa, but it is claimed that the Commissioners have authority to determine as to the amount and description of the additional lands necessary for the reasonable transaction of the business, present and prospective, of said railway company, before it so owns or operates a completed railway.

The Commissioners cannot, upon careful consideration of the matter, concur in that view of the law. The legislature has seen fit to impose the condition precedent to any condemnation proceedings that the railway shall own or operate a completed railway. The law making power determines the policy that shall be adopted in such cases. If this Board can, a short time prior to any such ownership or operation of a railway, determine as to the necessity for such additional depot grounds, then there would appear to be no limit as to the time when it could act upon such an application. While it could not fairly be said that such action might cast a cloud upon the title, or right of a land owner to freely use or dispose of his land, yet it might in many cases place his land in such a position as to seriously interfere with a sale, or other disposition of the same as he might prefer and might in many cases injuriously affect its market value.

It is conceded by the petitioner in this case that it does not now own or operate a completed railway in the State of Iowa in any proper sense in which the terms "completed railway," as used in the statute cited, can be construed. The Board, therefore, do not feel authorized, at the present time, to grant the certificate asked for by petitioner.

Des Moines, Iowa, January 5, 1893.

JOSEPH S. REYNARD, CRESTON, IOWA,
vs.
CHICAGO, BURLINGTON & QUINCY RAIL-
ROAD COMPANY AND CHICAGO GREAT
WESTERN RAILWAY COMPANY.

Complaint filed March 27, 1893.

DECISION OF COMMISSIONERS.

On March 25, 1893, Mr. Reynard wrote the Board calling their attention to the

Passenger transfer facilities at Afton Junction.

ADJUSTMENT OF COMPLAINTS.

method of transferring baggage from one railway to the other at Afton Junction. He states that there are sixty steps and baggage must be dragged up and down to the inconvenience of passengers and the annoyance of the agent at that point. He asks in addition that train No. 12, on the Chicago, Burlington & Quincy, be required to stop at Afton Junction in addition to the four passenger trains that now stop, and gives as a reason for this, that passengers from the south arriving there at any time before midnight may take this train and reach eastern Iowa points by six o'clock in the morning. He states in addition that the train is light and running slow, makes generally, all the stops. On March 27th Mr. Reynard was notified that the Commissioners would be at the Junction on the 30th and was requested to meet them and the representatives of the railway companies there at that time. Mr. Reynard did not appear and made no showing of what the business would be if that train should stop. The officers of the Chicago, Burlington & Quincy Railroad Company admit that the train No. 12 is light and could stop at this place without material inconvenience; requiring it to do so, however, would involve the employment of a night agent at this station, which would be an expenditure without any return, as very few persons would care to change cars at such a place at midnight. Unless proof is furnished of the necessity of this change, and some indication of the probable increase of traffic by it, the Board will not feel authorized to order the train to stop.

The attention of the companies is called to the method of transfer of baggage, which is thought may be materially improved without much additional expense.

Des Moines, Iowa, April 12, 1893.

Since the above decision was rendered ample transfer facilities, for the transfer of baggage, have been provided at this point.

JOHN M. REDMOND, CEDAR RAPIDS,
IOWA.

vs.

CHICAGO & NORTHWESTERN RAILWAY
COMPANY.

Dangerous highway crossing.

Complaint filed March 25, 1893.

DECISION OF COMMISSIONERS.

On March 25, 1893, a letter from John M. Redmond, of Cedar Rapids, was filed in the office of the Commissioners which stated that, at the crossing of the cut-off line of the Chicago & Northwestern railway, and the Burlington, Cedar Rapids & Northern railway, near the mouth of Prairie Creek, there was a highway crossing that was much traveled and was very dangerous from the situation.

At this place the Chicago & Northwestern railway runs under the Burlington, Cedar Rapids & Northern road through a culvert, and at the mouth of the culvert, or the west end, the highway crosses and goes under the Burlington, Cedar Rapids & Northern, through another culvert several hundred feet further south.

One of the Commissioners, who has been at, and examined this crossing, reports the embankment of the Burlington, Cedar Rapids & Northern at the crossing is about thirty feet high, and for about one mile is high enough to obstruct the view

of trains from the east. A train cannot be seen from the highway after it passes west of the Burlington, Cedar Rapids & Northern railway until the mouth of the culvert is reached; north of this the distance is greater than south and all highway travel goes west of and along this high bank, and it is impossible for a person on the highway to tell when a train is coming, which makes it very dangerous. The complainant says that many have narrowly escaped, and a team and man were killed there last fall.

On April 4th, the Commissioners were at Cedar Rapids and met Mr. Dawley, representing the Chicago & Northwestern Railway Company, who claimed that this crossing was not materially more dangerous than any crossing at the mouth of a cut, and that the road has been running five years and but two serious accidents had occurred in that time. This is practically an admission that the place is dangerous, and that some remedy should be applied.

Under the provisions of section 3, chapter 77, of the Laws of the Seventeenth General Assembly, the Commissioners are charged with the duty of examining the manner of the conduct of the railroads with reference to the public safety and convenience. "Whenever in the judgment of the Railroad Commissioners it shall appear * * * that any change in the mode of operating its road and conducting its business, is reasonable and expedient in order to promote the security, convenience and accommodation of the public, they shall inform the railroad companies," etc.

The Commissioners regard this highway crossing as extremely dangerous, and would advise that either a watchman be stationed to warn those traveling on the highway of the approach of trains, or that a gong be placed there operated by the trains. This latter method of giving the danger signals has been in successful operation at some points in the State for nearly two years and, as it is comparatively cheap, would probably meet the existing conditions better than anything else they can suggest.

Des Moines, Iowa, April 12, 1893.

W. F. KNOWLES, JAMES, IOWA.

VS.

CHICAGO, ST. PAUL, MINNEAPOLIS & OMAHA RAILWAY COMPANY.

Complaint filed February 23, 1893.

DECISION OF COMMISSIONERS.

On February 21, 1893, W. F. Knowles, of James, Iowa, wrote the Commissioners, making the following complaint, that the agent of the Chicago, St. Paul, Minneapolis & Omaha Railway Company, refused to sell tickets from Hinton and James stations to Le Mars, but does sell tickets from these places to stations on its own road north of Le Mars; that it would be a great convenience to parties living at these two stations to be able to take the train that leaves Sioux City at 8:35 A. M. On February 27th, he again wrote that parties going to Le Mars are compelled, if they ride on this train, to purchase tickets to a station beyond Le Mars, or to pay fifteen cents more for the trip than the regular fare. Another letter was received March 6th, reiterating the same complaint.

Discrimination in sale of tickets.

ADJUSTMENT OF COMPLAINTS.

On March 6th, Mr. Winter, general manager of the defendant railway, replied that the trains of his road stop at James and Hinton only to take on and let off passengers going on his road north of Le Mars, and that the local business between stations on the Illinois Central road is handled by trains on that road which closely follow his trains. In a second letter, dated April 13th, Mr. Winter states that they "would deem it a hardship to be compelled to stop their trains for business which, under the terms of their contract with the Illinois Central, they are not entitled to take, nor the benefits of which are allowed to enjoy."

The Chicago, St. Paul, Minneapolis & Omaha Railway Company, leases trackage for its trains from Le Mars to Sioux City. It is customary, in such cases, for the road leasing trackage over its line to reserve the local business for its own benefit, and from the statement in Mr. Winter's letter of April 13th, the Commissioners conclude that it is done in this lease. There is certainly no wrong in this, as the Illinois Central Railroad Company, having built the road and put upon it trains, is certainly entitled to the benefits of the local business on its own line and may restrict their lessee to such use of the road as is consistent with its interests. It is the duty of the Illinois Central Company to afford to the people along its line reasonable facilities for the transaction of business, and for the accommodation of travel on its road, and in case of failure to do so a complaint would properly be made to the Commissioners, and it would be their duty to investigate and, on proper showing, could require the company to meet the requirements of traffic. Under the conditions as stated, the Commissioners are of the opinion that the Chicago, St. Paul, Minneapolis & Omaha Railway Company owe no such duty to the local travel between Le Mars and Sioux City as would require them to stop their trains for its accommodation, particularly as it is understood that it would be in violation of the terms of the lease.

Des Moines, Iowa, May 3, 1893.

CITIZENS OF PLEASANTON, IOWA,

VS.

DES MOINES & KANSAS CITY RAILWAY COMPANY.

Passenger train service.

Complaint filed February 24, 1893.

DECISION OF COMMISSIONERS.

On February 24, 1893, a letter from Z. H. Gurley to John Sherman was forwarded to the office of the Railroad Commissioners and with it a petition of Mr. Gurley and forty other citizens of Pleasanton, stating that from Leon south to Cainville, Missouri, on the Des Moines & Kansas City Railway running through Pleasanton there is but one train a day. This train passes Pleasanton at 7:45 A. M. and arrives at Leon at 8:50, thence to Osceola and return. The time fixed for the return of the train to Pleasanton is about 5 P. M.; the train in returning is frequently late, varying from five to ten hours, and has frequently been entirely abandoned. From this irregularity in the return of this train the people of the vicinity are greatly inconvenienced, particularly as the train carries the United States mail. They allege that it is through the negligence of the railroad company and the total disregard of the rights of the citizens that the train service is so irregular. The petitioners ask the Commissioners to investigate this matter.

On February 28th a copy of the petition was sent to Mr. T. C. Sherwood, superintendent of the road. On February 27th Mr. Gurley wrote a letter to the Board in which he asks them to have the regular passenger train from Des Moines to Leon continued to Pleasanton and return from there instead of Leon, there being plenty of time. The distance is thirteen miles; the time train waits at Leon one hour and twenty minutes. This letter and the complaint were forwarded to Mr. Sherwood, superintendent, who, on March 6th, replied in a letter covering the entire subject. He states: *First*—That the reason the passenger service was not extended south of Leon was that, in his judgment, it would not pay the additional expense. To substantiate this he gives the passenger earnings of the first ten months of 1888 at Pleasanton and Calaisville, when his company operated a passenger train over that portion of the road. The earnings for the ten months at Pleasanton were \$416.25; at Calaisville, \$519.66, or a total of \$935.91, or for 264 days \$3.54 per day for running a train fifty miles; and he further claims that the greater part of the earnings were from passengers carried on the freight trains. Conditions have not, he says, materially changed since that time, and his position is that his company has no moral right to employ labor and contract expenses which it will be unable to pay. Any extension of service beyond Leon would be to Calaisville, as there are no facilities for turning the train at Pleasanton, and the extension would involve an additional train. Whatever is earned in passenger service is practically from the connections at Leon, Osceola and Des Moines. *Second*—That with the facilities the company has, it has been very difficult to keep his trains on time during the last winter, but positively denies that he has ever taken an engine from this Pleasanton and Calaisville train to run extra. They have had two accidents to engines that caused delay, but beyond these two days denies that they have gone into Calaisville more than an hour late. He claims that his road is on the verge of bankruptcy and that it requires close economy to keep it running, but looks forward to future development that will enable the company to more nearly meet the views of the patrons of the road.

In reply to Mr. Sherwood's statements with regard to his train service, affidavits were submitted by N. Young, Elisha Hora, T. M. Walker, J. N. Estes, M. E. Walker and J. E. Lueper, tending to show greater irregularities than he claims. The passenger earnings of Pleasanton station for the year 1892 are reported as \$519.14.

From the showing made the Commissioners do not see their way clear to order an additional passenger train on the south end of the road or to require the train that now runs from Des Moines to Leon and return, to be extended to Pleasanton. On this latter proposition they agree with Mr. Sherwood that it is impracticable. They must, however, insist that the patrons of the road are entitled to regular service and that trains be run on time or as nearly so as possible. The advertised time for the arrival and departure of trains should be the rule and unless some unforeseen conditions prevent should always be depended upon. A railroad company offering its services as a carrier of passengers, without some valid excuse, has no right by its negligence to deprive its patrons of the use of their time waiting for its movements. Its officers can determine from its business what is a proper time table and its duty is to follow it as nearly as possible.

Des Moines, Iowa, May 11, 1893.

PETER LUX, AND OTHERS, HOPKINTON,
IOWA,

VS.

CHICAGO, MILWAUKEE & ST. PAUL RAIL-
WAY COMPANY.

Station at Lux Siding.

Complaint filed January 7, 1893.

DECISION OF COMMISSIONERS.

On January 7, 1893, this Board was in receipt of a letter signed "Peter Lux and many others" complaining that the siding known as Lux Siding and located between the stations of Hopkinton and Delhi, of the Chicago, Milwaukee & St. Paul Railway Company, was not open for the transaction of business as it had been for the seven years previous, and claiming that the citizens in the vicinity of said siding were much inconvenienced by the refusal of said railway company to open said siding and receive freight as in years past.

On January 7, 1893, a copy of the complaint was forwarded to Mr. A. J. Earling, general manager of the Chicago, Milwaukee & St. Paul Railway Company, asking his attention to the matter. On January 31st, Mr. W. G. Collins, general superintendent, replied for Mr. Earling, giving as the reason why they declined to comply with the request of the petitioners, that the section of track between Hopkinton and Delhi known as Lux Siding is located in a sag and the situation is such that the company does not feel warranted in maintaining it on account of danger to passing trains; that the conditions since the location of the siding have very materially changed by the increased speed of both passenger and freight trains on the through business between St. Paul and the southwest and thus increasing the risk by the reopening of the Lux Siding. He also further stated that the business from that point was very irregular and amounted to almost nothing.

On March 9, 1893, the Commissioners directed an inquiry to Mr. Lux asking some specification relative to the amount of business done in former years, also the amount of prospective business in the near future, also the portion of the year he and his co-petitioners desired to have the siding equipped for business. On March 15th, Mr. Lux replied; referring to the past business, says he has no records by which he can give the number of cars shipped but thinks one hundred and fifty carloads were loaded at that point last year. For the present demand he says about 400 or 500 cords of wood and 200,000 feet of hard wood lumber are in readiness for shipment, located within one and one-fourth miles of the siding, that in his judgment an opportunity to use the siding as a shipping point from September 1st to March 15th would be satisfactory and ample for the accommodation of the petitioners.

March 23d the superintendent of the Chicago, Milwaukee & St. Paul Railway Company was addressed by the Board, giving in substance the contents of Mr. Lux's request, viz.: That an arrangement be made whereby they might ship out the wood and lumber now ready and waiting, and on March 25th, Mr. A. J. Earling replied in much the same manner as Superintendent Collins had written January 31, adding that they "should be glad to accommodate the people if it could be done without incurring such a risk; as it would subject them to severe criticism from the public, which they desired to avoid."

The officers of the road, Mr. Earling and Mr. Collins, have in detail explained the reasons why they cannot consistently stop trains at this siding for business and we will briefly restate: First, that the sag at this point makes it especially

unsuited to the service required, as trains are difficult to handle both to stop and start in such places, and the momentum needed to rise the opposite grade is entirely lost by a station stop at the lowest point of the sag, as in this case it would be.

The reason the frog has been taken out of this siding and thus the use of this switch abandoned is, in the main, that great danger is incurred in having a switch so situated on the line as not to be under the immediate watch and care of some one whose business it is to see and know it is in suitable condition for passing trains, and the limited amount of business furnished would not justify the company in the maintenance of such station.

The further and second reason why the company declines to comply with the request of petitioners is that the great increase in the speed of the heavy through trains, both passenger and freight, from St. Paul to the southwest render it unsafe and they consider it very unwise to maintain a shipping point at this place. This rapid speed, and by it an increasing risk, is by the officers claimed to be of recent origin and not a condition existing in former years when this siding was put in, nor during the six or seven years it has been operated. For this reason they feel that the courtesy extended by them in former years under widely differing circumstances should not be binding on them now under the changed condition of affairs as it exists.

By an examination of the statements set forth by the complainants it appears that the shipping point asked to be reopened is about midway between the stations of Hopkinton and Delhi, or about four miles from each. It further appears that the bulk of the freight to be shipped, viz., 200,000 feet of hard lumber, is one and one-fourth miles from the siding. While the distance of four miles could hardly be considered an excessive or burdensome haul from the mill or timber to a shipping point, it might by the statement be even a less distance provided the freight to be hauled is in the direction of either Hopkinton or Delhi.

As the public in that vicinity appear to be provided with reasonable shipping facilities, quite as good probably as the average producers in the State, and as this Board would regret to issue any orders the execution of which would endanger the public safety or inflict hardship on the railroads under their jurisdiction, they do not, under all the circumstances of the case, feel justified in granting the prayer of the petitioners asking that the siding be opened for business.

Des Moines, Iowa, April 13, 1893.

CITIZENS OF GUTHRIE COUNTY, IOWA,
VS.

CHICAGO, MILWAUKEE & ST. PAUL
RAILWAY COMPANY.

Complaint filed July 5, 1893.

DECISION OF COMMISSIONERS.

On July 5, 1893, Charles Powell, county attorney of Guthrie county, filed a complaint for citizens of Guthrie county residing in the vicinity of Bagley, which in substance states that the line of the Chicago, Milwaukee & St. Paul Railway crosses the valley of Mosquito creek west of the town of Bagley where there is no defined

Overflow caused by extra bridge on Mosquito creek.

channel and has constructed three bridges on the flat or depression over which the road passes in about three fourths of a mile. The west bridge of about eighty feet opening passes the water of the creek from the south to the north of the railroad; the second or middle bridge of eighty feet opening passes the water back to the south of the track, flooding quite a large area of land and rendering the highway parallel with and twenty to thirty rods north of railroad impassable in times of high water. This water is passed again to the north by a small bridge that is claimed to be inadequate for the purpose. The complainants ask the Commissioners to require the railway company to fill up the middle eighty-foot bridge and enlarge the lower one, claiming that the bridge is useless and tends to flood private property and the highway, the discharge of the water from this flat being to the north.

The answer of the railway company to the complaint is that the land is low and swampy and the water naturally settles at this place; there not being sufficient drainage to the north, the water spreads out and covers the entire bottom, instead of cutting out a well defined channel. To aid in the drainage of the country the railway company replaced a 4x4 culvert with a sixteen-foot bridge under an agreement with the citizens of Bagley that sufficient drainage to the north should be made to carry away the water that passes through this and the other bridges. If proper drainage is made to the northward the water will flow away as fast as it runs into the swamp. The fault is with the country, not the railroad.

The Commissioners visited Bagley Thursday, July 27, 1893, met a large number of citizens in the vicinity of Bagley and the superintendent and road master of the railway, walked over the ground where the bridges were located and heard statements from both sides. From information obtained they believe the following to be about the condition: The country in this immediate vicinity was not occupied to any extent by settlement until about the time or after the construction of the railroad and little information could be obtained as to the height water stood on this flat before that time. As was stated and not contradicted, Mosquito creek, by a well defined channel, drains a section of country four or five miles southwest of the west eighty-foot bridge. At or below this bridge the fall in the ground seems to be much less than above and the water to have spread over the ground except where it follows the borrowing pits made in the construction of the railway. The railroad crosses a point of higher land east of the bridge, so that all the water of the creek drains through this opening. Nearly one-half mile east of the first bridge and this ridge is a second eighty-foot bridge, put in evidently to carry off the water that might accumulate on a slope, stated to be from one-half to three-fourths of a mile south, but from which there seems to be no defined valleys or depressions that would lead the water to this. East of this is a low ridge cut through for borrowing material, so that it communicates with the above, and down this there was some water originally carried through a 4x4 box culvert.

Evidently the drainage of Mosquito creek is large and the drainage from the hills that go south through the two lower bridges is very much less. The complaint is that if the middle bridge was not there and a solid bank in place of it, the highway would not be overflowed, and that all the water that comes from this southerly slope could be passed at the lower bridge if enlarged.

As the Commissioners look at the situation between the west bridge on the railway and the highway crossing north of the station of Bagley, the valley as it spreads out must have been either a lake or swamp, and the water stood there until it reached such height that it could flow north, as was stated to them; east

of this highway bridge the fall is greater. A sure remedy for the flooding of the highway and land would be to open a ditch from below the highway crossing through the swamp wide enough and deep enough with a uniform ascent to secure fall enough to keep itself clear. With the middle bridge the Commissioners are of the opinion, that if no railroad was there the conditions at the highway and on that fall would be the same as they now are. They, however, do not see the necessity of the middle bridge provided the lower one was large enough to carry off the water that falls on this limited slope. It would seem to them that when the water had once passed under the road it would be advisable to keep it from returning. It is probable that a great deal would return through the lower bridge but being lower down the valley the highway would probably be less liable to overflow. The superintendent, roadmaster, and section or bridge foreman contend that this opening is necessary, and while this seems to the Commissioners questionable, they do not feel justified in insisting on their judgment.

The fall of the valley from the west bridge to the middle bridge is practically nothing, to the lower bridge is about two feet. Opening the creek to the place where the fall is more rapid with a wide and uniformly ascending channel, as before stated, would relieve the difficulty. Closing the middle bridge would certainly keep the water lower on the south side. With the claims made by the officers of the company of the necessity of that bridge (and they certainly could not afford to maintain it without they regarded it as necessary), the Commissioners do not feel justified in directing this waterway to be closed.

Des Moines, Iowa, August 23, 1893.

W. B. CARPENTER, MARION, IOWA,

vs.

CHICAGO, MILWAUKEE & ST. PAUL RAILWAY COMPANY.

Complaint filed June 22, 1893.

DECISION OF COMMISSIONERS.

On June 22, 1893, Mr. Carpenter of Marion, Linn county, Iowa, filed a petition with the Board asking an order to have cars placed on the side track to his elevator, which he says has been operated for twenty years and that the company now refuses to handle cars to this grain house. An inquiry on the part of the Board elicited the fact that the grain house was on land belonging to the company and that for the convenience and better arrangement of tracks, the company desire the house moved. It was further developed in evidence that it was understood at the time of the purchase that the house must be moved.

A notice was received at the office August 28th, from Mr. Goodnow, superintendent at Marion, that Mr. Carpenter, through his attorney, had entered a stipulation that he would remove the elevator by September 6th.

On August 28th, Mr. Carpenter wrote the Commissioners that he had no lease of the ground and that the superintendent had given him the choice of three lots on which to move his elevator; in case he purchased either of them, he would lay a track to the elevator. He then asked the Board to come to Marion and order

Location of elevator, etc.

track laid to the lot he had purchased under the above agreement. After examining the locality and a full hearing of both parties, the Commissioners conclude that there is not enough of public character in the complaint to warrant their interference. The contract, as stated, by which the lot was purchased, is one between Mr. Carpenter alone and the railway and its construction and enforcement present questions for the courts rather than the Commission.

Des Moines, Iowa, September 7, 1893.

WILLIAM R. HAMILTON, WASHINGTON, IOWA,

vs.

CHICAGO, ROCK ISLAND & PACIFIC RAILWAY COMPANY.

Complaint filed August 2, 1893.

Under farm crossing.

DECISION OF THE COMMISSIONERS.

On August 2, 1893, the Commissioners received a letter from William R. Hamilton, a farmer living two miles southwest of Washington, saying that the Chicago, Rock Island & Pacific Railway Company was preparing to fill in the bridge on his farm that he used as a way to pass back and forth, his crossing being under the bridge. He further states that the present crossing is the only suitable one and that when the right of way was given a pledge was made that a suitable and convenient crossing would be given. Mr. Hamilton has one hundred and twenty acres of land in section 24, township 75, N. range, 8 west. The railroad which is curving for a considerable part of the distance runs through each of these forty acre tracts and divides them so that there is about sixty acres on each side of the railroad. There are on the land three bridges within a distance of seven hundred feet. His crossing which he approaches directly coming down a ravine is under the center bridge, about nine feet in the clear in height and twelve feet wide. The railway company has planned to put in an iron culvert at this place and move his crossing to the bridge 350 feet east. To this he objected and asked the interference of the Commissioners, having rejected the propositions of the railway company. On Tuesday, September 27, the Commissioners examined the locality and found that his cultivated lands are on the south of the railroad, its track being in the valley and that the lands north are in timber and brush or pasture, evidently have always been used for this purpose, although Mr. Hamilton claims that he intends to cultivate some of the land north in the future.

From the standpoint of correct railroad construction and the public safety, the Commissioners believe that the culvert should be put in where the present bridge, under which Mr. Hamilton crosses, now is, and that a road should be built for him to the bridge east 350 feet, that the road should be so constructed as to reach this bridge with as easy a descent as the one he now uses; that the roadway should have a clear head room under the bridge of ten feet, and a width of not less than twelve feet, and be so constructed as to at all times furnish a safe and easy passage for loaded teams; the road built by the railroad company from the place where it leaves Mr. Hamilton's present road to and under the bridge, and across the company's right of way, to be perpetually maintained by the railroad

company in good condition, and Mr. Hamilton at all times to have the right of way over any land of company which it is necessary to use for this change of roadway. A compliance with this will be of advantage to the railway company, and will furnish Mr. Hamilton a crossing more desirable than is generally furnished to persons through whose lands railroads run. The perpetual maintenance of this road, in good condition, is regarded as compensation for the additional distance that Mr. Hamilton has to reach his lands north. If this is complied with by the railway company, the Commissioners feel it their duty to take no further action in the premises.

Des Moines, Iowa, September 29, 1893.

CONDEMNATION BY DUBUQUE & SIOUX CITY RAILROAD COMPANY IN MATTER OF EHLE STATION.

In matter of petition of Dubuque & Sioux City Railroad Company for permission to condemn certain lands for additional depot grounds in the town of Ehler, Delaware county, Iowa, the Board of Railroad Commissioners of the State of Iowa do hereby certify that upon the application of the Dubuque & Sioux City Railroad Company to this Board, stating the desire of the said company to condemn the property hereinafter more particularly described, for additional depot grounds, for the use of said company, the Commissioners proceeded in conformity with law to examine into the matter of the said application, and do hereby certify that, in the opinion of the Board of Railroad Commissioners, the additional lands described in the said application are necessary for the reasonable transaction of the business present and prospective of such railway company; the said lands are described as follows, to-wit:

A strip of land fifty (50) feet wide and three hundred (300) feet long, lying on the westerly side of the right of way of the Dubuque & Sioux City Railroad Company, and south of the public highway located on the north line of section thirty-five (35), township eighty-seven (87), north range six (6) west of the fifth principal meridian, more particularly described as follows: Beginning at a point where the south line of said highway crosses the west line of said right of way, thence southerly along said west line of said right of way three hundred (300) feet; thence westerly at a right angle fifty (50) feet; thence northerly, parallel with and one hundred (100) feet distant from the center line of the main track of said railroad company, on its said right of way, to the aforesaid public highway; thence east along the south line of said highway to the place of beginning, containing three-tenths ($\frac{3}{10}$) acres, more or less.

In witness whereof the said Board of Railroad Commissioners have caused this certificate to be executed and duly signed and attested by its secretary, with instructions that the same be filed with the clerk of the district court of Delaware county, State of Iowa.

Des Moines, Iowa, August 23, 1893.

CITIZENS OF HUTCHINS, IOWA,

VS.

CHICAGO, MILWAUKEE & ST. PAUL RAIL-
WAY COMPANY.

Asking station at Hutchins.

Petition filed April 12, 1893.

DECISION OF COMMISSIONERS.

On April 12, 1893, a petition of J. L. Hutchins and forty-eight other citizens of Hancock county was filed in the office of the Commissioners, asking that a depot and stock yards be put in at Hutchins, for the reason that a great deal of business was done there in the handling of lumber, coal, grain, hay and general merchandise; that the country is quite thickly settled in the vicinity and passengers taking the trains nearly every day have no place to wait, and that business is done at great inconvenience. The petitioners ask that an investigation of the needs of the public at that place be made by the Board.

In answer to the petition, Mr. Earling, general manager of the road, states that he has looked over the business of the station and found that it consists almost entirely of shipments of hay which is billed either from Wesley or Britt and is done in such manner that there is no inconvenience whatever to the shippers at Hutchins. The distance from Britt to Hutchins is four and one-tenth miles, from Wesley five and six-tenths miles, both of these towns are of considerable size and there must be business beside the shipment of hay to justify the maintenance of a depot. The side track was laid as an accommodation to hay shippers; the agents of the company at Wesley and Britt state that the hay shippers are entirely satisfied with the manner in which the business is handled. In view of the circumstances under which the side track was laid, the conditions, the distance from other stations and the limited amount of business done, the company does not feel justified in building a depot and maintaining an agent there.

On June 27th, Mr. Hutchins wrote the Board that there was an out-shipment of 350 carloads and the freights on said shipments would exceed \$10,000 per annum. At the request of the Board Mr. Earling furnished the amount of freight forwarded and received at this station and the charges, which were as follows:

Forwarded 5,322,435 pounds, freight charges.....	\$ 8,150.47
Received 201,000 pounds, freight charges.....	530.59
Passenger fares.....	174.52
Total.....	\$ 8,855.58

On August 29th, the Commissioners visited Hutchins and met Superintendent Cosgrove and the complainants, and, after looking over the station facilities, they heard the testimony offered by the complainants, which was about as follows: They are compelled to send to Britt when ordering cars which are billed there; the orders do not receive the prompt attention that would be given them if an agent and telegraph office were at Hutchins. It is thought business will increase. Mr. Hutchins' shipments for July and August were ninety-eight cars, and the freight, \$8,082.15, which is in excess of the same period last year. There are four persons in business at this station, and forty families get their mail there. They need depot building for passengers and in freight, also stock yards. The siding was built in 1885. It is thought, by all the parties in business at the station, that a considerable amount of stock and grain would be shipped from there with suitable facilities furnished, that now goes to other lines. Stillson station, on the Minneapolis & St. Louis, takes much of this. Passengers waiting at this station

without fire or shelter in cold weather suffer, and goods exposed are liable to loss and damage. Parties shipping testify before the Commissioners that Mr. Earling's statement of freight is in error, many of the cars being evidently credited to stations on either side. In proof of this they submit freight receipts, which give shipments from this station as follows:

Freight receipts out.....	\$ 11,242.54
Freight received at station.....	1,263.00
Total without passenger fares.....	\$ 12,505.54

Or nearly four thousand dollars in excess of the amount credited the station on the books of the company.

The Commissioners are of the opinion from the showing made that a small station building should be put in to make it comfortable for passengers waiting for trains or leaving them, and also for storing freight. They do not think a station agent at the present time is necessary and are of the opinion that the shippers are more anxious for telegraph facilities than for an agent without them. They have, however, no authority to establish telegraph stations and no control of telegraph lines. A small stock yard with two or three separate pens would probably answer all purposes. Mr. Cosgrove seemed to concede this.

In the judgment of the Railroad Commissioners it appears that the above suggested changes in its station and station houses are reasonable in order to promote the convenience and accommodation of the public, and they so find.

In some cases of this kind a room for passengers has been added to the house occupied by track section foreman, which insures the care necessary without material additional cost.

Des Moines, Iowa, October 5, 1893.

LEON VINCENT AND OTHERS, FORT
DODGE, IOWA,

VS.

DUBUQUE & SIOUX CITY RAILROAD
COMPANY AND ILLINOIS CENTRAL
RAILROAD COMPANY.

Asking an overhead bridge at road
crossing.

Petition filed July 12, 1893.

DECISION OF COMMISSIONERS.

On July 12, 1893, a petition was filed in the office of the Commissioners signed by Leon Vincent and thirty other residents of Cooper township, Webster county, Iowa, which stated that "the place where the Illinois Central railroad crosses the McDermitt and Kael road in said township is dangerous to all persons compelled to use the road, that there is a descent of twelve feet from the road on each side of the railroad track, and the view of the track is so obstructed that it is impossible for the traveler on the road to perceive the movements of trains." They ask the Board to order an overhead crossing. A copy of the petition was forwarded to Mr. Harahan, second vice-president of the company, who, after an examination, wrote the Board that "the location was a bad one for a crossing," still no one had ever been hurt there and in view of the fact that the bridge and approaches would

cost \$975 he asked the Board not to require this expenditure during the present hard times.

A member of the Board visited the locality on October 9th, and reported that there was a long curve from the west through a deep cut running some distance east of the crossing; that the cut was some ten feet or more in depth, and the waste material had been deposited on the sides, making a bank much higher than the natural surface of the ground; that on this bank trees and brush had grown to such a height that it was impossible to see a train coming, except for a very short distance on the east from the north side. On the south side the view was entirely obstructed until you were at the track, the same being true of the west from the north side. It would be difficult to find a road crossing in the country that had more of the elements of danger than this, and the fact that no accidents had occurred there may be due, in part, to the fact that trains are not very numerous on the road and pass at generally regular hours.

This immunity from accident may not last, and it seems unwise to calculate that it will. One collision there might cost the company many times the estimated cost of an overhead bridge. It is not the wish of the Commissioners to impose upon the company any unnecessary burden, particularly in stringent times, but they do not feel that they are discharging their duty to the public or the railway company without requiring a bridge to be built.

They, therefore, inform the Dubuque & Sioux City and the Illinois Central Railroad Companies that in their judgment an overhead bridge at this crossing is necessary in order to promote the security, convenience and accommodation of the public, and that the same should be constructed within a reasonable time.

Des Moines, Iowa, October 10, 1893.

IN THE MATTER OF THE APPLICATION FOR AN ORDER DECLARING THE NECESSITY OF A VIADUCT ON NINTH STREET IN THE CITY OF DES MOINES, IOWA.

In April, 1893, an ordinance was passed by the city council of Des Moines and duly approved by the mayor of said city, the first three sections of which are as follows:

SECTION 1. That the construction and maintenance of a viaduct and approaches thereto, upon West Ninth street, in the city of Des Moines, Polk county, Iowa, over the railway tracks owned and used by the Des Moines Union Railway Company, the Des Moines, Northern & Western Railway Company, the Wahab Railroad Company, the Chicago Great Western Railway Company, the Chicago, Rock Island & Pacific Railway Company, the Des Moines & Fort Dodge Railroad Company and the Des Moines & Kansas City Railway Company, is, and is hereby declared necessary for the safety and protection of the public.

The intention being to declare necessary the construction and maintenance and keeping in repair as provided by law, a viaduct over the tracks, rights of way and road beds of all railways, across said West Ninth street, between Mulberry street and a point 850 feet south of the south line of Market street in the said city of Des Moines.

SEC. 2. The city engineer is hereby directed, under the control and requirements of the board of public works, to make the necessary surveys and to prepare plans and specifications for said viaduct and approaches, showing fully the width, height, strength, material and manner of construction thereof; and when completed, said plans and specifications shall be submitted to the mayor and city council for their action thereon.

SEC. 3. That said plans and specifications, as soon as they are approved by the council, and this ordinance, or a certified copy thereof, shall be presented to the Board of Railroad Commissioners of the State of Iowa, for its action thereon as provided by law.

On the 20th day of June, 1893, a copy of said ordinance was presented to the Board of Railroad Commissioners, and also a petition signed by the board of public works, of said city, as follows:

"To the Hon. Railroad Commissioners of the State of Iowa:

GENTLEMEN:—In accordance with the directions of the city council, of Des Moines, we have with present you an ordinance of the city of Des Moines, declaring the necessity of, and for the construction of a viaduct and approaches thereto, upon West Ninth street, in the city of Des Moines.

Also a plan showing the location of said viaduct and the approaches thereto, and a profile showing the approaches, with their grades, and the height of the viaduct above the street grade.

Also a plan of the street which is now under contract to be paved with brick from the Des Moines & Kansas City railway track, a distance of 2,700 feet to the Raccoon river, and from the south end of the river bridge, a distance of 2,900 feet.

There is a steel bridge, having stone abutments, over the river on the line of Ninth street.

We have not thought it necessary to present complete working plans of the proposed viaduct until such time as your honorable body may determine that such viaduct is necessary, as this will entail considerable expense, and an adverse decision will make it of no use.

(Signed)

R. S. FINKBEINER,

R. L. CHASE,

Board of Public Works."

Thereupon the Board fixed Wednesday, the 28th day of June, 1893, to make a personal examination of the locality where such viaduct was asked for and for a hearing at their office in Des Moines of all persons interested in said matter, of which due notice was given.

At the time and place so appointed the Board did view and examine the locality in question, and afterwards, on the same day, the petitioners, the board of public works and city council of said city, by Hugh Brennan, city solicitor, the Chicago, Rock Island & Pacific Railway Company by Cummins & Wright, its attorneys, and the Hon. F. T. Campbell, Thomas Hutton, L. J. Wells, S. B. Tuttle and C. H. Getchell, and others, as property owners and citizens interested, appeared before the Board at their office, and testimony was introduced and heard on the part of petitioners, and a full hearing had of all so appearing, upon the questions involved in said application. On the part of the Chicago, Rock Island & Pacific Railway Company a protest was filed, setting forth the following objections to any such viaduct, to-wit:

"First—Because said proposed viaduct is not necessary in order to promote the public safety and convenience.

"Second—Because this company is about to erect a freight house for its traffic in the city of Des Moines between Vine and Market streets, the east wall of which will abut upon Ninth street, and said proposed viaduct will render the erection of a freight house upon said location impracticable, will prevent access therefrom and ingress thereto, so that the said viaduct, instead of accommodating the wants of the people of Des Moines and vicinity, will occasion great inconvenience to all persons having occasion to ship or receive freight over the lines of this company at Des Moines. That if it shall be held, as this company will maintain, that the building of a viaduct operates to vacate the surface of the street below, and so much of Ninth street as shall be beneath the proposed viaduct is thus vacated, there will be no access whatever to the property of this company lying between Vine and Market streets upon which it is intended to erect said freight house.

"Third—This company respectfully shows to the Board that under the laws of the State of Iowa, the erection of the proposed viaduct will operate as a vacation of so much of the surface of Ninth street as lies beneath the viaduct, which vacation will substantially destroy the value of all the property abutting upon Ninth street, from the south side of Mulberry street on the north to a point about four hundred feet south of Elm street on the south. That the inconvenience and hardship occasioned by such enforced vacation will greatly exceed any public advantage derived from the elevated roadway over the tracks.

"Fourth—This company further objects and protests because the question of the necessity for the erection of a viaduct at the place mentioned is sought to be submitted to the Board in the absence of any plans or specifications respecting the proposed structure; and it is respectfully submitted that in order to properly determine the necessity for the viaduct this Board ought to be advised, and ought at the same time to determine the extent and character of the viaduct."

As to the last, or fourth, objection, in relation to the fact that complete plans and specifications for the viaduct in question are not presented with the ordinance for the approval of the Board, and that consequently the Board should not at the present time pass upon the other questions involved, namely: the public safety and convenience, the same does not appear to be strenuously insisted upon by said railroad company, and no good reasons appear to the Board why the two questions are not divisible, and why the one relating to the public safety and convenience cannot for all practical purposes be determined independent of the other one, relating to the approval of the plans for such a viaduct, and thus, in some cases at least, the expense of the preparation of such details be avoided.

A similar application for a viaduct on this same street and in the same locality was made to this Board by the mayor and city council of Des Moines in June, 1888. After due examination and hearing of all parties at that time, the Board in rendering its decision used the following language:

There is no bridge across the Raccoon river at Ninth street, and very little travel across the railroad tracks, the principal travel to and from West Des Moines being on First street and Seventh street, which have bridges over the river. The city authorities have voted to construct a bridge on Ninth street, and when constructed, it is claimed that the larger portion of the travel will be diverted to said street. When this is brought about a viaduct on this street may be necessary for the public safety and convenience.

At that time, however, they declined to order or sanction one on that street.

Afterwards, in November of the same year, the city authorities having required such a viaduct on Seventh street, the Board, after a full hearing and examination of the matter, unanimously approved such proposed viaduct on Seventh street. The reasons why such viaduct has not been constructed on that street, as stated to the Board on the hearing of this application, appear to be that the city or persons interested in the construction thereof were not able or willing to pay the damages assessed upon account thereof, as provided by law.

Since the time the Board so passed upon the question of a viaduct on Ninth street in 1888, a bridge has been constructed across the Raccoon river on Ninth street of a very substantial character. A large amount of grading has been done on said street south of said river and the evidence before the Board shows that contracts have been let to pave said street with brick from the Des Moines & Kansas City Railway tracks a distance of 2,700 feet south to the Raccoon river, and from the south end of the bridge across that river a distance of 2,900 feet, that a large portion of the travel south of said river has been diverted to said street, and that there is now a very large amount of traffic carried on and travel upon said Ninth street; that, in fact, it is now one of the principal streets extending north and south on the west side of the Des Moines river, through the entire extent of said city. Since that time also the boundaries of the city of Des Moines have been extended by an act of the Twenty-third General Assembly, two and one-half miles in each direction from the boundaries as then existing, with certain limited exceptions, and the population of said city has largely increased, until it is now a city of over sixty thousand inhabitants. There are, including sidings, some seventeen railway tracks crossing Ninth street at the place in question to be spanned by the proposed viaduct.

On these tracks are run the trains of the Des Moines, Northern & Western Railway Company, the Chicago Great Western Railway Company, the Chicago, Rock Island & Pacific Railway Company, the Des Moines & Fort Dodge Railroad Company and the Des Moines & Kansas City Railway Company. These various roads run over fifty regular trains, freight and passenger, daily over these several

tracks, and the Des Moines Union Railway Company are almost constantly engaged in doing switching on its own tracks for its own and other roads entering said city, at and near the locality in question. The country south of the Racoon river and within driving distance of the city is a rich farming, gardening and mining region, and quite thickly settled. A portion immediately south of the river and along Ninth street or its extension has been laid out into lots and blocks and seems to be intended and well suited for a resident portion of said city. It appears from the evidence before the Board that from one hundred to three hundred teams daily, quite frequently pass over these railway tracks upon this street where a viaduct is now asked. It needs no argument to convince any reasonable person, that under such circumstances great danger to life and property must necessarily follow, no matter what care may be exercised, so long as such crossing is at grade.

East of Ninth street, and between these railway tracks in question and the Racoon river, there is quite a large population living, and in that locality, and immediately south of the river, there are quite large manufacturing establishments and interests that necessitate a large amount of travel across these railway tracks east of Ninth street. Such traffic and travel over the street crossing at grade, is not only inconvenient and dangerous to the public, but the same interferes, to a great extent, with the free use of such track by the railways, and imposes upon such railway companies additional expense in erecting and operating gates and keeping watchmen, in many instances, at such crossings. A viaduct not far east of Ninth street, namely, on Seventh street, where before approved by this Board, would accommodate a large amount of this travel and traffic, and not seriously, in the judgment of the Commissioners, inconvenience that on Ninth street, and the public generally, to a greater extent, be accommodated and their safety and convenience enhanced by a viaduct on Seventh street than upon Ninth street. The several railway companies would also, in the judgment of the Board, be to a greater extent relieved of the burden now imposed by these various grade crossings; and this, in common fairness, should be taken into consideration and given its full weight when such a large expenditure by them is required as the construction of any such viaduct necessarily imposes under the laws now in force.

If the law gave to the Board the rightful authority to determine upon which particular street such a viaduct should be constructed it would not hesitate as at present advised and under all the circumstances as now disclosed to say that it should be built east of Ninth street.

There is no question, however, but that Ninth street is one of the main public streets of said city and has a large amount of travel and traffic upon the same at the place of the proposed viaduct. The city council, by the laws of this State, is given full control and jurisdiction over the streets, alleys and public grounds of the city. The act of the Twenty-second General Assembly, under the provisions of which this proceeding is had, requires that the city council shall, in the first instance, declare what is necessary for the safety and protection of the public and select the street upon which such a viaduct is required. That body is to provide for the appraisement and payment of the damages caused thereby; determine the width, height and strength of any such viaduct, and where there are two or more railroad companies involved determine the part to be constructed and the cost to be borne by each. The Board of Railroad Commissioners are simply required, after due examination, to determine whether such viaduct is necessary "in order to promote the public safety and convenience" and determine as to the plans and specifications for such a viaduct when submitted for their approval. The jurisdiction of the Board seems to be essentially appellate or supervisory in its nature.

This Board could not, if it should refuse to approve of a viaduct on Ninth street, require the city council to provide for one on Seventh or any other street in that vicinity and could not, without the action of such council, authorize or require any railway company to construct any such viaduct, under the statute now in question.

It was stated by counsel for the Chicago, Rock Island & Pacific Railway Company at the hearing before the Board, that said company has no notice or knowledge of the passage of said ordinance requiring a viaduct upon Ninth street, and no opportunity to be heard upon the matter in question before the city council prior to the passage of such ordinance. That company, as previously shown, now claims before this Board that it is about to erect a freight house for its traffic in the city of Des Moines, between Vine and Market streets, the east wall of which will abut on Ninth street, and that the proposed viaduct will render the erection of such freight house impracticable, and that such viaduct will, if erected, operate as a vacation of so much of the surface of Ninth street as lies beneath the viaduct. If the questions involved in that part of the defense or objections on the part of said railway company to the proposed viaduct have not heretofore received the careful consideration of the city council or the proper city officials, in the judgment of the Board, they should receive such consideration.

As it was stated at the hearing that the city authorities had vacated Tenth street and certain alleys in that locality in order to allow the erection of such freight house, by said railway company, it was somewhat difficult for the Board to understand why a viaduct should be required at about the same time in that particular place. A copy of the ordinance vacating Tenth street, since filed with the Board, shows that the same was passed on the 23d day of May and approved by the mayor on the 31st day of May, 1893, over a month after the ordinance in question requiring a viaduct over Ninth street was passed and approved. The matters relating to the erection of such freight house appearing thus to have occurred since the passage of the ordinance requiring the erection of the viaduct in question, and nothing having as yet been done towards the erection of said building, so far as this Board is informed, it does not consider that the question involved in that part of the defense or objections made on the part of said company should prevent the Board from expressing its judgment at this time on the main question now involved. So far as the objections urged on the part of the persons owning property abutting upon the proposed viaduct are concerned, they do not bear to any great extent upon the question of the public safety and convenience, and are for the tribunal that passes upon the question of damages involved.

This Board cannot from all the facts and circumstances appearing to them say that the city council and mayor of said city in adopting the ordinance in question requiring a viaduct upon Ninth street have so erred in judgment as to the public interests, or rights of the respondent companies, as to require or justify this Board in withholding its approval of said ordinance so far as the same relates to requiring the construction of a viaduct upon said Ninth street.

It is, therefore, and by reason of the premises, hereby declared to be the judgment of the Board, and it is hereby determined that the viaduct in question is necessary in order to promote the public safety and convenience, and the question of the approval of the plans for such viaduct is reserved for the future consideration of the Board.

Des Moines, Iowa, July 13, 1893.

J. M. RUSSELL, CHAIRMAN OF THE COMMITTEE ON STREETS AND ALLEYS,
STORM LAKE, IOWA.

vs.

Application for removal of elevator at street crossing.

ILLINOIS CENTRAL RAILROAD COMPANY.

Complaint filed June 24, 1893.

DECISION OF COMMISSIONERS.

On June 24, 1893, there was filed in the office of the Railroad Commissioners a communication from J. M. Russell, chairman of the committee on streets and alleys of the city of Storm Lake, calling the attention of the Board to the situation of a grain elevator on one of the side tracks of the Illinois Central road which makes it impossible for a person on the sidewalk to see an approaching train or a person on the train to see anyone on the sidewalk, and which he claims is very dangerous to those who use this crossing. He states that the elevator was built in 1871, before the town was incorporated, and located to the street line and the ground so leased. The attention of Mr. Harahan, second vice-president, was called to the complaint. He sends a plat of the grounds and in reply says that there must always be danger at grade crossings at stations to people on foot and in vehicles, but this does not seem to be especially dangerous; grain, coal and other buildings must be on side tracks and the more business done the closer they must be to street lines. He further says the building is twenty-five feet from the sidewalk, and he fails to see how it could be much safer under the conditions of a grade crossing and thinks the exercise of ordinary caution would prevent accidents.

A member of the Commission visited Storm Lake on Monday, October 9, 1893, and examined the locality, met various persons interested in the removal of the elevator and also the owners of the property and others who claimed that the removal was unnecessary. He found the corner of the elevator on the line of the street, which is one hundred and twenty feet wide. The sidewalk had been deflected from a straight line and was about thirteen feet from corner of this building at nearest point. The track was about four feet from the elevator, which was built parallel to it and at an angle with the street. Between the main track and this side track was a space of about fifty feet; the passenger house and freight station and the platforms being between this side track and the main track, so that after passing this side track there was a clear view of the main track in both directions. The danger claimed to be from moving of cars by the engines while switching, which usually was done by the local freight trains about twice a day at the times when these trains reached the station, there being no switching engine there. All the elevators and a number of the coal bins were on this track, so that this work consumed but little time and trains usually moved slow and under the direction of some one on the ground.

A grade crossing in the center of a yard is always dangerous, and in the opinion of this Board should be avoided whenever practicable. It is, however, the rule on most of the smaller stations of the State, and has so far the sanction of custom that the Commissioners have been appealed to, as a power to force these crossings where the railway company have declined to put them in. They have uniformly refused to become an instrument for this purpose. The grade crossing over stations being the rule, they regard an order for the removal of this elevator as a burden thrown upon individual property without the element of

danger being sufficient warrant for it under the custom prevailing in the State. The corporate authorities of Storm Lake may require a flagman or some means to protect this crossing while trains are being moved on this side track, if they regard the element of danger sufficient to demand protection.

Des Moines, Iowa, October 18, 1893.

J. C. ZEIDLER, TOWNSHIP TRUSTEE,
MALLARD, IOWA.

vs.

CHICAGO, ROCK ISLAND & PACIFIC
RAILWAY COMPANY.

Complaint filed July 21, 1893.

Complaint of the occupation of highway by building and platform, and failure to grade road over the station grounds.

DECISION OF COMMISSIONERS.

On July 21, 1893, a letter was received at the office of the Commissioners from J. C. Zeidler, township trustee of Rush Lake township, Palo Alto county, in which he complains of the crossing of a highway over the Chicago, Rock Island & Pacific Railroad, at Mallard station. The highway, he says, is on the line between sections 24 and 25, that it needs grading and repairs, and the railroad company has been duly notified of the repairs necessary, but has paid no attention to notice. He further states that the depot platform extends to within two feet of the center of the highway and the depot building is ten or twelve feet in the street. He says the highway was established September 5, 1882, and the depot built in November of the same year. He asks should not the railroad company be required, under the circumstances, to move their platform and grade the highway.

In reply to inquiry from the Board, Mr. Gilmore, superintendent of this road, under date of July 22, 1893, says the matter will have attention. August 16th and 24th, Mr. Zeidler again writes that nothing has been done. On August 25th, Mr. Gilmore replied that the platform had been shortened at request of citizens of Mallard and, as he understood the matter, it was now generally satisfactory. This, however, did not meet Mr. Zeidler's views, and on October 18th two of the Commissioners visited the locality and met Mr. Zeidler and others, also Mr. Gilmore and the roadmaster.

The matters complained of, as called to the attention of the Commissioners were, first, the platform and part of the building extending into the highway. In explanation of this it was claimed by the railway company that when they were erected they were supposed to be on the line of the highway, but subsequent surveys had located the highway further south. The town is small, having a population of about three hundred, and it seemed that the space left for crossing would probably reasonably accommodate the business at present; if not, the township or county authorities have this matter in their own hands and may enforce the removal of the buildings from the street whenever the conditions require further facilities. See section 1831 McClain's Code.

The second complaint was that the road over the company's land was not properly graded to the general level on either side. It was understood that the crossing of the tracks, both the planking and grading up to the tracks was not objected to, but the balance of the road over the station grounds, two hundred

feet or more in width, had not been properly graded, the contention of the supervisor being that he had not the right, nor was it his duty to enter upon the grounds owned by the company and used for railroad purposes to grade roads; that of the company, that with the exception of the actual crossings of the tracks the railroad land was in the same condition as the lands of individuals. Section 1939, McClain's Code reads as follows: "Any such (railroad) corporation may raise or lower any turnpike, plank road or other highway for the purpose of having its railway cross over or under the same, and in such cases said corporation shall put such highway, as soon as may be, in as good repair and condition as before such alteration."

The Supreme Court, in the case of *Farley vs. The C., R. I. & P. Ry.*, vol. 43, page 234, defines the meaning of the term crossing and its extent. The opinion was written by Judge Beck, and the point is specifically stated. He says:

"Counsel for defendant maintains that the embankment constructed as the necessary approach to a railroad crossing is no part of the crossing, and the company is not therefore required to keep it in repair. The term crossing, occurring in the statute, is used to indicate the structure intended as a means of crossing the railroad. It is not confined simply to that part of it which is upon the railroad track. This is obvious from the fact that if an embankment or excavation is demanded to enable vehicles to cross the railroad, a simple structure upon the track would not be the means of attaining the end required, viz.: The crossing of the railroad. There would in such case be no crossing, a term including everything necessary to enable travel to cross the track."

From the above it seems clear that it is the duty of the railway company to maintain in good order the actual crossing of the tracks and all embankments or excavations necessary to make it convenient and safe. When this is done the Board concludes, that the balance of its lands over which the highway runs has the same relation to the public as the lands owned by individuals. The duty arises from a joint occupancy with the public and the statute, as defined by the court, limits the duty to the place where the rights of the public have been of necessity made subservient to the operation of the railroad.

Des Moines, Iowa, October 26, 1893.

A. D. THOMAS, ROAD SUPERVISOR,

VS.

THE CHICAGO GREAT WESTERN RAILWAY COMPANY.

Petition filed August 25, 1893.

Petition for the opening of street crossing in the town of Fredericksburg, Iowa.

DECISION OF COMMISSIONERS.

August 25, 1893, A. D. Thomas, as road supervisor, filed with the Board a complaint against the Chicago Great Western Railway Company, as follows:

"Your complainant alleges he is a resident of Chickasaw county, Iowa, and is road supervisor at Fredericksburg, said county; that the Chicago Great Western Railway Company is a corporation duly organized and is now operating a railway through said village and county.

"That the village of Fredericksburg is not incorporated and by the original plat is located on southeast quarter of section 7 and the northwest quarter of section 18, township 34, range 11, and the northeast quarter of section 13 and the southeast quarter of section 12, township 34, range 12, as appears in plat and dedication thereof filed in said county on October 1, 1856, now of record in book B of deed records, pages 299-300, to which reference is made.

"That the said Chicago Great Western Railway is now operating a railroad through said village of Fredericksburg, and the same has been constructed and is now being operated and maintained by said railway company over and across and upon High street in said village of Fredericksburg the said High street being a public highway and appears in said plat; that said railroad so constructed and now maintained by said company has caused said street to be in bad condition; that it is not in good condition for the public to travel; that said railway company has failed to construct at the place where such railway crosses said High street, being a public highway, a good, sufficient and safe crossing; that an excavation has been made and is now maintained and permitted by said company to remain in said High street by said crossing; that the public cannot use said street for travel.

That on the 8th of June, 1893, your complainant, who has jurisdiction over said highway, gave said railway company notice in writing, asking that said highway, at said place, be put in good condition for travel, a copy of which notice is hereto attached, marked exhibit "A," and made a part hereof.

That the said railway company absolutely refuses to put in a crossing at all at said place, that a good and suitable grade crossing should be constructed and maintained by said railway company across said highway, that the same is needed for use by the public very much; that the village of Fredericksburg has some four hundred inhabitants, that there is but one crossing as yet made by said railway across its track at said village, which crossing is on Main street, and that said railroad has been in operation since the year 1866; that said railway company fails to comply with the laws of Iowa in respect to said crossing, that a plat of said village is hereto attached marked exhibit "C," and made a part hereof.

Wherefore complainant asks that the Railway Commissioners of Iowa investigate the matter complained of herein, and make findings and report according to law, and that said company be required to put in said crossing in a reasonable time."

The defendant company was duly notified of the filing of this complaint, and August 30, 1893, at Fredericksburg, was fixed, by consent of parties, as the time and place for hearing the same, at which time and place all the Commissioners were present, and the complainant appeared in person and by J. R. Bane, his attorney, and the defendant by its assistant general superintendent, J. Berlingett, chief engineer, H. Fernstrom, and D. E. Lyon, its attorney.

The following answer was then filed on the part of said respondent company by its said attorney:

"The defendant company in answer to the complaint of plaintiff denies in the first place that High street extends over the track of the defendant company; that High street extends so further west than the east line of Jefferson street; that the town of Fredericksburg is not an incorporated town; that the town site of Fredericksburg was platted in 1854, and certain streets were dedicated to the public, High street being one. The dedication took place in 1854, and from that time to the present time High street has never been used or occupied any further west than the east line of Jefferson avenue; that as a highway it was abandoned, never was opened; that the defendant railway company owns blocks 7, 8, 21, 22, 25 and 36, absolute fee simple owner; that their line of railway passes over these said blocks; that when they bought this property blocks 21, 22, 25 and 36 was a wheat field and never had been used for town purposes or street purposes; that it is not a highway in any sense of the word as defined by the law, never having been laid out by any authority, never having been used or accepted by the public, and has been abandoned because of non-use; that the company owns the land to the west side of the original dedication or platting in 1854, and they have built their line over it. High street passes directly through the center of their yard in Fredericksburg as platted, but as stated it never has been used and it has been abandoned, never has been accepted, never has been used, never has been any occasion for it until the laying out of the addition on the west side; it is not necessary for any business of the town; Main street, over which the road passes, passes through it as the main street of the town.

We deny that the Board of Railroad Commissioners have any jurisdiction over the subject matter, for the reasons that it is not a highway in any sense of the word, as would appear by a plat which we present and will present to the Commissioners. The company built their road in 1865 or 1866, and have been in possession of it from that time hitherto.

To establish a highway from High street as now requested would be to establish a street over the most dangerous possible place it could be established; that the company every time they laid a train at Fredericksburg would have to split it over Main and High streets; to establish a street there might cause danger to a great many people and teams.

If a street should be found necessary by the Commissioners, and they think they have got any

jurisdiction over the subject matter, South street could be opened with less danger and liability, and would subserve all the interests of the public in getting onto the east side of this town.
 Certified official plat of Fredericksburg we will furnish the Commission."

To which a reply was afterwards filed on the part of the complainant as follows, to-wit:

"Comes now the plaintiff and says in reply to the defendant's answer that the defendant is estopped from denying the validity of the street in question after pleading title to and accepting deed of lots and blocks bordering on said street in the village of Fredericksburg, and after the recitals contained in the deed by which defendant acquired title."

That at the time and place before stated the Commissioners viewed the premises and surroundings in question and heard the testimony of several witnesses offered on the part of the complainant, and all the evidence, oral and documentary, offered by all of the parties and persons interested in said proceeding, and by agreement of the parties leave was granted to each to file with the Board written briefs or arguments, the latest of which was filed September 26, 1893.

From the evidence, as heard by the Commissioners and the personal examination of the premises made by them, they find the material facts to be substantially as alleged in the complaint filed in said proceeding and hereinbefore set forth. That the plat of the village of Fredericksburg, showing the street in question in this case, was duly acknowledged presented to the county judge of the proper county, and by him ordered to be recorded, and the same was filed for record and recorded October 1, 1856, as provided by the Code of Iowa then in force. That said plat shows the number of blocks to be forty-two (42), being seven (7) blocks in length east and west, and six (6) blocks in width north and south. That it shows seven streets running east and west and six north and south, all eighty feet in width. That blocks numbered 7, 8, 21, 22, 35 and 36, comprise the most westerly tier of blocks as shown by said village plat, and that Jefferson avenue, running north and south, constitutes the east boundary of all of said blocks, and that as shown by said plat High street runs east and west between said blocks 22 and 35, and from the west to the east boundary of said village plat. That defendant's line of railroad runs nearly north and south through said blocks 7, 8, 21, 22, 35 and 36, near the west of said village, leaving only about the width of one lot or sixty feet west of said railroad tracks, or between said tracks and the west boundary of said village as originally laid out. That the defendant railway company acquired its right of way through said blocks (so far as material to the present controversy), under and by virtue of a certain deed executed by Loren Padden and wife, the 27th day of March, 1886, and which describes the premises therein conveyed as follows: Lots 5, 6, 7, 8, 9, 10, 11, 12, in block 21, all of the twelve (12) lots in block 22, and all of the twelve lots in block 35, excepting lot 7, making the number of thirty-one lots hereby conveyed in the village of Fredericksburg. That defendant's railroad through said premises and village was built about the time said right of way was so acquired, and all of the streets of said village running east and west, including said High street, were at that time crossed by said railroad and no crossings, or other way of passing over any of said streets, except Main street, running between said blocks 8 and 21, have ever been provided by said railway company, or any other person. That the depot or station house of said company is located upon said block 21 and its yards and side and passing track are located on said blocks 21, 22, 35 and 36 with the usual buildings or structures for a small country railway station. That at the time said railroad was constructed an excavation was made in what is claimed to be a part of said High street at or near the west end thereof to the depth of several feet, so as

to make the same practically impassable for teams at that point; and that ever since said railroad was built or constructed, all of that part of all of said streets so crossed by the same, except said Main street, have been used and occupied by said railway company as part of its station grounds and right-of-way the same as if no such laid out or platted streets had any legal existence. That at the time said railroad was so constructed that part of said High street now in question was enclosed by a fence as farming land and was in cultivation as such, as the land at that time immediately west of the line of said railway was then used as a wheat field and for farming purposes. That recently an addition to said town or village of Fredericksburg has been laid out or platted upon the west side of said defendant's railroad and adjoining said original town and several dwelling houses there erected and occupied which has caused a demand for the opening of said High street across said railway. That said High street down to the west line of said Jefferson avenue and all the other streets running east and west through said village to about the same point have been occupied and used as streets of said village and recognized as such by the proper authorities from the time said village was laid out to the present and that up to the time said defendant's railroad was constructed no work or labor was necessary to be done upon said High street at the west end thereof between said blocks 22 and 35, and where said railroad crossed the same, to make said street passable or fit for public use. That the evidence does not disclose any other right or claim to the street in question by said railway company except that arising from the deed hereinbefore mentioned and the use and occupation of that part of said street crossed by its tracks as before stated, since its said railroad was constructed, and the evidence before the Commissioners does not show any waiver of the rights of said village to said street except what may arise out of the facts and circumstances hereinbefore set forth.

It is under this state of facts that the defendant railway company claims that the portion in question of said High street has never been accepted by the public; that it has been abandoned because of non-user and that the said company is the absolute owner in fee of that part of High street by reason of its ownership of the adjoining lots and blocks disencumbered of any right in the public to that part of the said street. It is conceded by the defendant that the said plat of Fredericksburg shows High street therein as claimed by the complainant and at the place crossed by the defendant's road. Chapter 41, of the Code of 1851, in force at the time this plat in question was made and recorded, provides that the proprietor of a tract of land may lay out a village plat thereon in the manner therein prescribed; that such plat and acknowledgement thereof shall then be presented to the county judge who, if satisfied that all the requirements of the law had been complied with, should order the whole to be recorded, and then section 637 of said chapter in referring to the same reads as follows:

"The acknowledgement and recording of such plat is equivalent to a deed in fee simple of such portion of the land as is therein set apart for public use, or is dedicated to charitable, religious or educational purposes."

The laws of this State at that time and ever since have provided a method of vacating such plats or any part thereof, but no such provisions have been taken advantage of so far as the evidence discloses, in relation to this plat in question.

Judge Dillon, in his work upon Municipal Corporations, vol. 2, sec. 628, in speaking of such statutory dedication, says:

"If it be provided by statute that the map or plat when so made and recorded shall be deemed to be a sufficient conveyance to vest the fee in the county in which such town lies, this dispenses with

any assent or acceptance on the part of the public, and in this respect differs from a common law dedication. It differs also in the mode of operation, since by the language above quoted the estate vests in the public by conveyance or grant, whereas, at common law, a dedication to public uses, in cases where there is no express grant to a grantee upon consideration, operates by way of estoppel in favor of the owner, rather than by grant or the transfer of an interest in the land."

As to the claim made on the part of defendant by reason of the non-user of said part of said street by the public, the Supreme Court of this State in the case of *Barlow vs. the C. R. L. & P. Railroad Co.*, 29 Iowa, page 281, use the following language:

"As to the statute of limitation it is laid down as a general rule, that if the easement has been acquired by deed no length of time of mere non-user will operate to impair or defeat the right. Washb. on Eas. & Serv., 640, and authorities cited. In this case there was no use of the premises *adversely* to the defendant's right, and as we have seen, the alienations of the right of way by the grantor thereof was not, nor was the failure to enter upon and use the same an abandonment of it."

In 40 Iowa, 534, the court say:

"The mere non-user of the streets by the public and the authority given by the city to enclose them, do not constitute a sufficient defense. The streets being dedicated to public use the city cannot authorize them to be enclosed; this can only be done lawfully after they are vacated in the manner prescribed by law, and the fact that after the dedication is made in the manner prescribed by law the people do not use the streets, does not of itself authorize the party making such dedication to resume possession of the land."

In another case, 66 Iowa, page 41, the same court say:

"But it is urged that there was no acceptance of the dedication by the public or by the city for the public for more than thirty years after the dedication, when the street was graded. It is shown that the street remained unenclosed, that the land was rough and hilly; and for that reason it was little used by the public. It appears that when the wants of the public demanded it, the city proceeded to grade the street at the point in dispute. It would not do to hold that city streets dedicated to the public over hilly, rough land would revert to the dedicator if they were not improved and used by the public until the wants of the public travel demand it."

The further claim is made on the part of the defendant that it has held the premises in question *adversely* to the public, through itself and its grantors, ever since the plat in question was made and filed, and that there has been such a long continued *adverse* use by the defendant company and its grantors as will now estop the public to claim any right in said street at the place in question.

The chief, if not the only, evidence submitted to the Commissioners to sustain this position is contained in the affidavit of Mr. J. L. Padden, one of the defendant's grantors, who says "that said lands included within the blocks hereinbefore specified (being those in question in this case) was at the time of conveyance to said railroad company under cultivation as farm lands and fenced up."

In an affidavit filed later in the way of cross-examination on the part of complainant, the same witness states as follows:

"I, J. L. Padden being sworn say in reference to sale of blocks 21, 22 and 26 (except six lots) in Fredericksburg, Iowa, to the railway company, that I always supposed that if the same was vacated the streets belonged to the blocks. I never filed any vacations of that part of Fredericksburg, all the taxes I paid was on the lots and blocks, that I bought said property knowing High street was there by lots and I sold it as lots; that I never had any controversy with the road supervisor or anyone in regard to said High street west of Jefferson avenue."

There is nothing in those affidavits to show with any degree of certainty that defendant's said grantor held said premises *adversely* to the public. He does not appear to have disputed the rights of the public to the street, or to have had any controversy in relation to the same, although he was well aware of its existence, as shown by the plat of said village.

As to the taking possession of the said street at the point in question by the

defendant in constructing its railroad, it had the right to do that under the statutes of the State. Sec. 1293 of the Code provides that any such corporation may raise or lower any highway for the purpose of having its railway cross over or under the same; and in such cases such corporation shall put such highway, as soon as may be, in as good repair and condition as before such alteration; and section 1288 requires such corporations "to construct at all points where such railway crosses any public highway, good, sufficient and safe crossings;" and consequently no conclusive inference can be drawn from the mere fact of taking possession of and occupying said street that the company claimed to hold the same *adversely* to the public.

In the case of *McDunn vs. The City of Des Moines*, 34 Iowa, 470, the court say:

"It is claimed by plaintiff that admitting the street was laid off and the land over which it passes dedicated by the recorded plat, the right of the public is barred by the statute of limitations. Brooks' possession dates prior to ten years before the commencement of the action, but there is an utter absence of proof that he held the land under claim of right *adversely* to the public, unless he so held it, the statute will not run during his possession. The only facts elicited by the evidence on this point, are that he declared his intention to fence the land up to the half section line, and did so inclose it afterward; but there is no evidence of any adverse claim of right or title thereto."

In the case of *Solberg vs. The City of Decorah*, 41 Iowa, 501, it appears that for a period of about sixteen years a portion of a street had been taken possession of by parties owning the adjoining property and inclosed the same by fence; planted trees and shrubbery, made improvements in the way of buildings on a part of said street, to the value of one thousand dollars, and had the use and occupation of such street for sixteen years or more, all with the knowledge and consent of said town, and it was claimed in that case that the city of Decorah, by reason of its acts in allowing the occupation of the premises as aforesaid, was estopped from claiming the same as a street, yet the court held that such was not the case, and that the city had a right to open and occupy the same as a street.

In the case of *Lathrop vs. The Central Iowa Railway Company*, 69 Iowa, 197, the court use the following language.

"The other proposition, viz: that defendant did not have the right to fence across the platted streets and alleys of the town, even though they were not opened or used, we think is clearly correct. The acknowledgment and recording of the plat operate to vest in the public the right to occupy and use the ground designated as streets and alleys upon it for highway purposes. * * * This right accrues to the public at once upon the acknowledgment and recording of the plat, and continues until it is either divested by some act of the public authorities, or lost by adverse possession."

* * * Railway tracks are permitted to be built across public highways, but when this is done the companies are required to put the highway at the place of crossing in good condition for use by the public. * * * But no other right or privilege with reference to such highways is conferred upon them, and they clearly have no power to exclude the public from their use or to unreasonably interfere with such use. The fencing of the track at the place of crossing against live stock running at large would have the effect to exclude the public in many cases from using the highway at that place; and it follows necessarily that the right to do this does not exist. Such right would be utterly inconsistent with the duty imposed upon the companies by the section to put the highway at the place of crossing in a condition to be used by the public. The right to use it exists, as does also the right to have it put in condition to be used whenever the needs of the public demand that this be done, and no person can have the right to do any act with reference to it which will interfere with the exercise of these rights or amount to a denial of their existence."

The Commissioners, in their view of the law applicable to the case, as so laid down by the courts, cannot hold that the defendant company has such title or color of title, or any such adverse possession of the street in question, as to bar the public of its right to such street.

As to the other proposition advanced by the defendant that the opening of the street at the place demanded would be a serious inconvenience to the defendant

and dangerous to the public, they fully agree with the defendant, and if the Commissioners had, under the law, any discretion to use in the matter they would decline to order such street opened, because of such danger to the public, although it is probably not more so than many other similar crossings on station grounds.

In the judgment of the Commissioners, therefore, High street, as shown on the plat of said village of Fredericksburg, where crossed by the defendant's railway between blocks number twenty-two (22) and thirty-five (35) in said village, is a legal street and highway, and that the defendant in obstructing the same and in its refusal to put in, or construct, at the point where its said railroad crosses said street or highway, a good, sufficient and safe crossing, fails to comply with the laws of this State, and the said defendant is hereby so informed.

It is further hereby ordered that said defendant, the Chicago Great Western Railway Company, within sixty days from the time of the service hereof upon said company construct at the said place in question, where its railroad crosses said High street as aforesaid, a good, sufficient and safe crossing, in accordance with the statute in such cases made and provided.

Des Moines, Iowa, December 7, 1893.

PICKERING JOHNSON GRAIN COMPANY,
SHENANDOAH, IOWA.

VS.

THE OMAHA & ST. LOUIS RAILWAY, J.
F. BARNARD, RECEIVER.

Petition filed August 30, 1893.

Petition for grain warehouse at Summit station.

DECISION OF COMMISSIONERS.

On August 30, 1893, the Pickering Johnson Grain Company filed a paper in the office of the Commissioners stating that this grain company was a partnership firm doing an elevator business, handling and selling grain at Shenandoah, Page county. That in furtherance of its business and for the accommodation of a large number of farmers and customers, the firm was desirous of establishing business at Summit, the first station on the Omaha & St. Louis Railroad northwest of Shenandoah and five miles from it. That Summit is a favorable shipping point for a large and productive section devoted largely to raising corn and other grain. That prior to the present season a commodious steam elevator had been maintained but was burned in June, 1893, since which time the only facilities for handling grain at that point was a small dump or grain house with office and scales. The petition further alleges that the railroad company in consideration of the sum of one dollar and seventy-five cents, has granted an exclusive right to depot grounds and the use of side track.

On the 15th day of August an application was made by farmers and others, in the vicinity, for an equal privilege for doing business at this station and was refused on the ground that exclusive rights at the station had been granted to one R. W. Morse. Notwithstanding they had entered upon the right of way and erected an office and set of scales for the sole purpose of handling grain, on August 28th the company, without legal process, tore down and removed them. The complainant further states that there is need of, and a general desire among the

farmers in the vicinity, for additional facilities and competition in the business. This, they claim, would be an advantage to the company, as competition would draw the business from greater distances and would be of great benefit to the community. The petitioners ask an order of the Board, requiring the railway company to furnish proper facilities on their station ground for additional grain house.

On September 8, 1893, J. F. Barnard, receiver, replied to the complaint:

First.—That he is informed that the alleged partnership of Pickering & Johnson is the subject of judicial investigation, fraud being alleged, and that the complainant, Pickering, did not intend to erect any extensive or expensive plant for handling grain at Summit station.

Second.—He has been receiver since June 21st, but is informed that Pickering has been only an occasional buyer at that point.

Third.—That a commodious elevator was built on ground leased of the company, which was destroyed by fire in June last; it has been rebuilt with horse power instead of steam.

Fourth.—Complainant Pickering requested permission from the receiver to place scales on the company's ground; permission was refused.

Fifth.—Pickering not long after placed scales for weighing grain in the railroad company's grounds, which were removed by the superintendent, not, however, without notice. Mr. Pickering did not, nor has any number of persons presented the receiver with any evidence that they desired him to be there.

Sixth.—He is informed that Pickering has bought corn and refused to pay for it, and has in the past ordered cars to that station, not having grain to put in them for two weeks.

The issues having been made the Board designated Thursday, September 14th, as the time they would visit Summit station and hear any testimony offered by either of the parties. On reaching there a petition was presented signed by J. D. Ross and eighty-nine others, who claim to be farmers residing near Summit station, asking the Board for better shipping facilities. They ask for more side track room, some kind of passenger waiting room, and stock yards with facilities for loading stock.

The lease of the ground at Summit station is here inserted:

"This agreement, made and entered into this 20th day of November, 1892, between the Omaha & St. Louis Railway Company, party of the first part, and R. W. Morse, of Shenandoah, Iowa, party of the second part, witnesseth, that the said party of the first part for, and in consideration of the sum of one dollar per year, paid by the said second party, and upon the express condition and stipulation that said second party shall assume all risks from fire, from any cause, and keep said first party harmless from any and all damage from fire, or any other cause to any building or buildings that are or may be erected on the land herein leased, or their appurtenances or contents, hereby grants unto the said second party the right to occupy and use for the purpose of a grain elevator, grain house, coal sheds, office and scales, the following described part of the grounds of said party of the first part at Amelia (Summit station), Iowa, to-wit:

Commencing on the center of main line opposite point of frog on siding, thence north-easterly 85 feet, thence north-easterly at right angles to the main line 25 feet to southeast corner of land embraced in lease, thence on the same line 130 feet, thence north-easterly and parallel to main line 500 feet, thence north-easterly at right angles to main line 130 feet, thence south-easterly and parallel to main line 500 feet to south-easterly corner of leased land. The said first party agrees that the said second party shall have the right to occupy and use each portion of land as designated aforesaid, for the location of said grain elevator and other buildings for the full term of five years from the date of this agreement unless the lease shall be sooner terminated in the manner hereinafter provided, and the said second party agrees to pay all taxes that may be assessed upon said elevator and other buildings. And the said party of the second part agrees with the party of the first part that he will remove said elevator and other buildings from off the grounds of the said party of the first part at any time during the

aforsaid term of five years after receiving thirty days' notice to do so from the said party of the first part.

And it is also agreed at the expiration of this lease that the second party shall be allowed a reasonable time to remove said buildings and until such removal the provisions of this lease regarding the same shall remain in full force.

(Signed)

OMAHA & ST. LOUIS RAILWAY COMPANY,
R. W. Morse.

The lease is set out in full so that the ground and tracks covered by it may be understood.

On September 14, the Commissioners were at Summit station and met Mr. Pickering, the applicant for facilities to purchase grain at Summit station. Mr. Morse, the party owning the elevator, coal sheds and corn cribs on the side track, also a considerable number of farmers living in the vicinity. Mr. Pickering desired a location for a set of scales and an office and a building or warehouse to store grain in; he wishes fifty or sixty feet of side track for the building to stand on, and room for cars to stand; since the 24th of March he has taken in at Summit station 15,000 to 20,000 bushels of corn and has scooped it into cars. If he had proper facilities would, he thinks, ship fully one-half of the grain at that place. The present sidetrack is about four hundred feet long; thinks he would want about two hundred feet of track room.

Mr. Teachout, a farmer living in the vicinity, stated that the general wish of the farming community was that Mr. Pickering be granted the privilege of doing a grain business at this station. Shenandoah is seven miles and Imogene five miles from this station.

Mr. Parish, also a farmer, sold his grain to Mr. Pickering, had to shovel it into cars which was inconvenient; delivered about 9,000 bushels of corn; has no prejudice against Mr. Morse. Mr. Pickering paid more per bushel than Mr. Morse; thinks the farmers should have two grain buyers at the station to get the benefit of competition. Thinks a good deal of corn has gone to Farragut, a station on the Chicago, Burlington & Quincy railroad, that should have come to Summit, and would come if Mr. Pickering had the same facilities for shipping that Morse has.

Mr. Bowman says that confining the purchasing of grain to one man exclusively, deprives the community of the advantage of competition. No one man should have a monopoly at this station.

Mr. Graves states that Mr. Pickering's financial standing is good.

Mr. Stewart, of Shenandoah, who formerly owned an interest in the elevator at Summit, states that he does not believe that if Mr. Pickering should put a dump or elevator at Summit that it would pay; competition would increase the business; he hardly thinks while in business there he shipped 100,000 bushels per year. The buildings cover nearly the entire length of the siding. Thinks Mr. Pickering is responsible and attends to his business in a very energetic manner.

Mr. Morse has been buying grain at Summit for ten years; has been at all times prepared to take all the grain and pay for it; knows of no dissatisfaction until caused by Pickering in the last three months. Do not think there is any legitimate demand for more facilities or more buyers at Summit than himself; the farmers want competition, they want a grain war. The railway company will not get more grain there with two buyers than one. One cent a bushel is what he calculates to make on corn. He thinks there would not be enough profit for two buyers at Summit.

After taking the foregoing testimony, the Commissioners notified Mr. Barnard,

receiver, that they were not entirely clear as to the extent of Mr. Morse's lease at Summit, but if it was for the entire grounds and to the exclusion of any other buyer, they thought it a violation of chapter 28, laws of the Twenty-second General Assembly. They further advised him that they thought Mr. Pickering had established a fair claim for consideration, and that they would prefer this matter be adjusted without their official intervention.

The testimony taken by the Commissioners clearly establishes these facts:

That Mr. Morse is practically in possession of the entire side tracks at Summit.

That the community dependent upon Summit station for marketing their products are anxious to have competition at this station; that Mr. Pickering, as a competitor of Mr. Morse, is satisfactory to them; that the receiver seems to prefer that the business at this station should not be done by Mr. Pickering. Mr. Morse is frank in his statement; he says there is no legitimate demand for more facilities than he furnishes, and that the public wants competition, and there would not be enough profit for two buyers at Summit.

Section 4, chapter 28 of the laws of the Twenty-second General Assembly, reads as follows:

"It shall be unlawful for any common carrier, subject to the provisions of this act, to make or give any preference or advantage to any particular person, company, firm, corporation or locality, or any particular description of traffic in any respect whatsoever, or to subject any particular person, company, firm, corporation or locality, or any particular description of traffic to any prejudice or disadvantage in any respect whatsoever."

Section 1 of the same chapter, says the provisions of this act apply to the transportation of passengers and property, and to receiving, delivery, storage and handling of property.

If the Commissioners understand the law and the situation no combination between the officers of the company and any particular grain buyer whereby competition is excluded from the use of reasonable facilities for the receiving and forwarding of grain is justifiable, even under the provisions of a lease that seems to cover the entire side track.

The letter of Barnard, receiver, dated October 30, 1893, addressed to Mr. Pickering, seems to confirm this view:

"You are as free as anybody to buy grain at Summit, * * * Mr. Morse has moved a coal bin and an oat bin, leaving space of three or four car lengths between his buildings and the fouling point of tracks without buildings on either side of the track to interfere with loading. * * * This is not to grant you any leave or license to set up or erect any scales or buildings on the railroad grounds; if you want to do that it will be necessary for you to enter into a contract with proper sureties which shall set forth the proper stipulations."

If this letter simply means that Mr. Pickering by signing the proper fire release may put up a grain house or dump suitable for storing and loading grain into cars on the four car lengths of side track vacated by Mr. Morse, the finding of the Board will meet the views of the receiver.

Under the provisions of section 3, chapter 77, laws of the Seventeenth General Assembly:

"Whenever, in the judgment of the Railroad Commissioners, any change in the mode of operating its road and conducting its business is reasonable and expedient in order to promote the accommodation of the public, the Commissioners shall inform said railroad corporation of the changes they judge to be proper."

The Commissioners hereby inform the receiver that in their judgment any

action on his part that will prevent Mr. Pickering from availing himself of facilities whereby he can store grain and deliver it to cars on practically the same conditions as Mr. Morse, and which prevents free competition at this station, is in violation of the law and should be discontinued.

Des Moines, Iowa, December 7, 1893.

PETITION OF L. M. MARTIN, GENERAL MANAGER OF THE DES MOINES, NORTHERN & WESTERN RAILWAY COMPANY, FOR AN ADVANCE IN HAY RATES.

On January 6, 1893, L. M. Martin, general manager of the Des Moines, Northern & Western Railway Company, filed in the office of the Commissioners a paper asking that the schedule of rates applicable to hay in carloads be changed from Class E to Class C, the latter being the rating of the Western Classification. In support of this application he stated that his company was receiving for the use of cars from eight to ten dollars per car of the largest size, and the time the car was in use for this purpose, including the haul empty from Des Moines to where the hay was baled to the time the car was unloaded was from six to ten days. January 18 was fixed for a hearing at which time on application of Spencer Smith, attorney for the shippers of hay, the hearing was postponed to March 15th. At this time Messrs. Gower and Loomis appeared for the Chicago, Rock Island & Pacific Railway Company, Mr. Martin for the Des Moines, Northern & Western, and Mr. Hazard for the Chicago & Northwestern. In addition to the time consumed in the use of the car for the receiving, haulage and delivery of the hay as stated by Mr. Martin, Mr. Gower made an argument that Class E was the lowest freight handled by railway companies, such as brick, tile, gravel, sand and clay, and of all these it was easy to use the full carrying capacity of the car, while it was even in special large cars difficult to load them with hay to one-half of their capacity. The reasons assigned were, first, that the cars in this traffic were necessarily employed a longer time than ordinary freight; and second, they could only be loaded to one-half their capacity, consequently the payment for the service was inadequate.

Mr. Smith argued that the true standard for determining the proper classification which, of course, made the rate, was a comparison with what was charged by the same railroad companies voluntarily made in Nebraska and Kansas. He presented a large number of expense bills made by the railroads that were asking this change of classification, showing rates west of the Missouri river lower than those in force in Iowa. The correctness of these bills was admitted, although it was claimed that those rates were the result of competition.

The Board, after a full discussion, decided to make no change and left hay in class E, in the classification they were at the time preparing.

Des Moines, Iowa, January 12, 1894.

N. ENNESSY, NEW HAMPTON IOWA,

vs.

CHICAGO GREAT WESTERN RAILWAY COMPANY.

Farm under-crossing.

Complaint filed May 13, 1893.

DECISION OF COMMISSIONERS.

On May 15, 1893, N. Ennessy, of New Hampton, Iowa, wrote the Board that his under-crossing at bridge 121, on the Chicago Great Western Railway, was impassable and that he needed the crossing for his stock to get to pasture, asking immediate attention. A similar complaint had been made some years before, and at that time the Commissioners visited the grounds with Mr. Fernstrom, chief engineer, who, by agreement, made the under-crossing passable for stock.

The attention of Mr. Egan, president, was called to the crossing, and a carload of cinders were put in which, in letter of June 20th, Mr. Ennessy informed the Board, made the crossing passable at that time. On August 30th, the Commissioners were at New Hampton with Mr. Fernstrom and Mr. Berlingett and went to the bridge. The weather was dry and the crossing in reasonably good shape. From their observation they conclude that this crossing will have to be fixed more permanently than it has been or will require attention whenever floods pass large volumes of water under the bridge. In the deed from Mr. Ennessy to the railway company one of the considerations for the land seems to be that "The railroad company is to put in and maintain one good farm crossing and also one crossing suitable for cattle to cross." This is supposed to be the under-crossing. The duty of the company evidently is to maintain a passable under-crossing at this bridge at all times.

Des Moines, Iowa, January 12, 1894.

LOUDEN MACHINERY COMPANY, FAIRFIELD, IOWA,

vs.

CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY, CHICAGO GREAT WESTERN RAILWAY COMPANY.

Freight transfer facilities at Afton Junction.

Complaint filed August 8, 1892.

DECISION OF COMMISSIONERS.

On August 6, 1892, R. B. Louden, president of the Louden Machinery Company of Fairfield, Iowa, wrote the Board that his company had a number of customers living on the line of the Chicago Great Western Railway and all goods shipped to points on that line must go by way of Des Moines or St. Joseph. This increases the rate of freight and causes delay in transportation. He asks whether the Commissioners have no power to compel these roads to have freight depots and transfer facilities at crossing points. In a second letter, dated August 19th, Mr. Louden states that he understands that it would be difficult to put in a Y at Afton Junction to transfer cars, but as his freight is usually shipped in less than carload lots it

could be hauled in drays from one depot to the other. If this could not be done could the Commissioners order a rate from points on the Chicago, Burlington & Quincy to points on the Chicago Great Western between Des Moines and St. Joseph at the same rates as if shipped to Afton Junction and transferred there?

In support of the petition of the Loudon Machinery Company the Board received letters from Russell & Co., Keys Bros. and the Sandwich Manufacturing Company, of Council Bluffs; J. Turney & Co., of Fairfield; Hardsocg Manufacturing Co. and George Haw & Co., of Ottumwa; Robert Donahue, S. R. & I. C. McConnell, Drake Hardware Company and Wire Mattress Company of Burlington.

Ever since the construction of the Chicago Great Western Railway through to Union county there has been before the Board at different times applications for transfer at this crossing, and in December, 1888, after taking considerable testimony, the Board made a decision in which the question of transfer of freight in car lots was fully discussed. This decision says the "Chicago, St. Paul & Kansas City (now the Chicago Great Western) crosses the Chicago, Burlington & Quincy on an overhead bridge thirty-five feet above the rail. A connection between the tracks of the two roads must be made by a track skirting the sidehill for some distance. The difference in the estimates furnished of the cost of the work (\$18,977.86 by the engineer of the Chicago, Burlington & Quincy and \$6,000 the estimate of Mr. White, sheriff of Union county who has talked with railroad men about the cost), is largely due to the character of the line required for connecting the two roads. It is probably safe to assume that a track with a grade practically sufficient for all transfer at this point and station house could be built for \$9,600. There was no testimony offered to show what amount of transfer of freight in car lots would be required at this point, and as both roads run to Des Moines and St. Joseph it is probable that the freight accommodations would be limited to the means for the transfer of a few cars."

The decision does not discuss the transfer of freight in less than car lots, but calls for a station house to be warmed and lighted before the arrival and after the departure of all trains that stop at this junction. As a result of this decision two passenger trains per day each way on both roads stop at this junction. The Commissioners see no reason to question its correctness and although rendered four years ago know of no developments since then that have changed the condition. The transfer of freight in less than car loads seems to be the only question not settled.

The first question asked by Mr. Loudon is "Have the Commissioners the power to compel the railroads to have freight depots and transfer freight at crossing points?" The answer is that if there was sufficient freight offered for transfer in less than carload lots to make the matter a public necessity the Board, in their judgment, would have authority under the law to require reasonable facilities therefor. Mr. Loudon states that as his freight is usually shipped in less than carload lots that it could be hauled from one depot to the other as at Fairfield. The situation is somewhat different. One road is thirty-five feet higher than the other and there is apparently no road or highway in the vicinity; there are some houses at Talmage about a mile or more away. The only method of going from one road to the other is by a stairway on the right-of-way of the roads; down this it would be impracticable to move heavy freight and no drays could be run without first establishing and building roads.

The next question asked is "Could the Commission order a rate from points on the Chicago, Burlington & Quincy to points on the Chicago Great Western between Des Moines and St. Joseph at the same rate as if shipped by Afton Junction and

transferred there?" Under the laws of the State the Commissioners have no authority to discriminate in making rates, and whatever rate is made for one party and one distance must be made for every other party desiring to ship that distance over that line.

On March 30, 1893, the Commissioners, after giving due notice to complainants and parties uniting with them in the petition and the railway companies, went to this crossing and examined the situation carefully. They regretted that no one appeared to urge the interests of the complainants or to make suggestions for reaching the difficulties that presented themselves. The Chicago, Burlington & Quincy Railroad Company was represented by Mr. Levey, superintendent; Mr. Duggan, assistant superintendent and Mr. Hedges, attorney. The Chicago Great Western by Mr. Berlingett, superintendent. The Commissioners looked over the ground and heard the views of the railway men. An arrangement had been made to transfer baggage by means of an inclined plane but seems not to have been a success and trunks were dragged up and down the steps.

The Chicago, Burlington & Quincy representatives protested against the establishment of a freight station at this place, first, because it was dangerous, it being in a sag or valley with maximum grades on either side through which freight trains were obliged to run rapidly to make the ascents; second, that there was no highway or other means by which one road could be reached from the other, the crossing being in the woods, no one living at any point in sight; third, the additional cost of shipping goods from the line of the Chicago, Burlington & Quincy to the Iowa points on the Chicago Great Western via Des Moines would be considerably less than the transfer could be made at this place. In proof of this they submitted a table of rates from Burlington to all points south of Des Moines on the Chicago Great Western Railway in Iowa via Des Moines and Afton Junction in first, second, third and fourth classes. As the table is based on the Commissioners' rates on both roads it is here inserted:

STATIONS.	First class— Cents.	Second class— Cents.	Third class— Cents.	Fourth class— Cents.
Burlington to Lida via Des Moines.....	51.6	41.2	31.84	24.82
Burlington to Lida via Afton Junction.....	55.6	44.22	34.1	26.68
Burlington to Churchville via Des Moines.....	52.2	41.71	32.24	25.12
Burlington to Churchville via Afton Junction.....	55.6	44.22	34.1	26.68
Burlington to Conger via Des Moines.....	52.2	41.71	32.24	25.12
Burlington to Conger via Afton Junction.....	55.6	43.71	33.7	26.38
Burlington to Hanley via Des Moines.....	53.4	42.73	33.3	25.72
Burlington to Hanley via Afton Junction.....	54.4	43.2	33.33	26.06
Burlington to Peru via Des Moines.....	54.4	43.24	33.4	26.02
Burlington to Peru via Afton Junction.....	53.2	42.18	32.54	25.48
Burlington to Barney via Des Moines.....	55.2	44.26	34.24	26.62
Burlington to Barney via Afton Junction.....	52.4	41.5	32.3	25.08
Burlington to Lorimer via Des Moines.....	55.2	44.26	34.24	26.62
Burlington to Lorimer via Afton Junction.....	51.6	40.82	31.7	24.68
Burlington to Monette via Des Moines.....	55.6	44.6	34.5	26.82
Burlington to Monette via Afton Junction.....	51.6	40.82	31.7	24.68
Burlington to Talmage via Des Moines.....	56.4	44.94	34.77	27.02
Burlington to Talmage via Afton Junction.....	50.8	40.14	30.94	24.28
Burlington to Talmage via Des Moines.....	56.4	45.28	35.04	27.22
Burlington to Shepard via Afton Junction.....	50.8	40.14	30.94	24.28
Burlington to Shepard via Des Moines.....	56.8	45.62	35.3	27.42
Burlington to Arispe via Afton Junction.....	51.6	40.82	31.7	24.68
Burlington to Arispe via Des Moines.....	56.8	45.62	35.3	27.42
Burlington to Shannon City via Des Moines.....	52.4	41.5	32.3	25.08
Burlington to Shannon City via Afton Junction.....	57.6	46.3	35.84	27.82
Burlington to Knowlton via Des Moines.....	53.2	42.18	32.54	25.48
Burlington to Knowlton via Afton Junction.....	57.6	46.3	35.84	27.82
Burlington to Diagonal via Des Moines.....	53.2	42.18	32.54	25.48
Burlington to Diagonal via Afton Junction.....	57.6	46.3	35.84	27.82

STATIONS.

	First class— Cents.	Second class— Cents.	Third class— Cents.	Fourth class— Cents.
Burlington to Boston via Des Moines	58.4	45.96	36.31	28.25
Burlington to Boston via Afton Junction	58.4	45.96	36.31	28.25
Burlington to Maloy via Des Moines	58.4	45.96	36.31	28.25
Burlington to Maloy via Afton Junction	58.4	45.96	36.31	28.25
Burlington to Hickman via Des Moines	58.4	45.96	36.31	28.25
Burlington to Hickman via Afton Junction	58.4	45.96	36.31	28.25
Fairfield to Lida via Des Moines	47.0	36.30	28.60	22.30
Fairfield to Lida via Afton Junction	47.0	36.30	28.60	22.30
Fairfield to Churchville via Afton Junction	47.0	36.30	28.60	22.30
Fairfield to Churchville via Des Moines	47.0	36.30	28.60	22.30
Fairfield to Conger via Afton Junction	47.0	36.30	28.60	22.30
Fairfield to Conger via Des Moines	47.0	36.30	28.60	22.30
Fairfield to Hawley via Afton Junction	47.0	36.30	28.60	22.30
Fairfield to Hawley via Des Moines	47.0	36.30	28.60	22.30
Fairfield to Peru via Afton Junction	47.0	36.30	28.60	22.30
Fairfield to Peru via Des Moines	47.0	36.30	28.60	22.30
Fairfield to Barney via Afton Junction	47.0	36.30	28.60	22.30
Fairfield to Barney via Des Moines	47.0	36.30	28.60	22.30
Fairfield to Lorimer via Afton Junction	47.0	36.30	28.60	22.30
Fairfield to Lorimer via Des Moines	47.0	36.30	28.60	22.30
Fairfield to Monette via Afton Junction	47.0	36.30	28.60	22.30
Fairfield to Monette via Des Moines	47.0	36.30	28.60	22.30
Fairfield to Talmage via Afton Junction	47.0	36.30	28.60	22.30
Fairfield to Talmage via Des Moines	47.0	36.30	28.60	22.30
Fairfield to Shepard via Afton Junction	47.0	36.30	28.60	22.30
Fairfield to Shepard via Des Moines	47.0	36.30	28.60	22.30
Fairfield to Arrippe via Afton Junction	47.0	36.30	28.60	22.30
Fairfield to Arrippe via Des Moines	47.0	36.30	28.60	22.30
Fairfield to Shannon City via Afton Junction	47.0	36.30	28.60	22.30
Fairfield to Shannon City via Des Moines	47.0	36.30	28.60	22.30
Fairfield to Knoxville via Afton Junction	47.0	36.30	28.60	22.30
Fairfield to Knoxville via Des Moines	47.0	36.30	28.60	22.30
Fairfield to Diagonal via Afton Junction	47.0	36.30	28.60	22.30
Fairfield to Diagonal via Des Moines	47.0	36.30	28.60	22.30
Fairfield to Boston via Afton Junction	58.4	45.96	36.31	28.25
Fairfield to Boston via Des Moines	58.4	45.96	36.31	28.25
Fairfield to Maloy via Afton Junction	58.4	45.96	36.31	28.25
Fairfield to Maloy via Des Moines	58.4	45.96	36.31	28.25
Fairfield to Hickman via Afton Junction	58.4	45.96	36.31	28.25
Fairfield to Hickman via Des Moines	58.4	45.96	36.31	28.25
Ottumwa to Lida via Afton Junction	41.2	32.78	25.41	19.8
Ottumwa to Lida via Des Moines	41.2	32.78	25.41	19.8
Ottumwa to Churchville via Afton Junction	41.2	32.78	25.41	19.8
Ottumwa to Churchville via Des Moines	41.2	32.78	25.41	19.8
Ottumwa to Conger via Afton Junction	41.2	32.78	25.41	19.8
Ottumwa to Conger via Des Moines	41.2	32.78	25.41	19.8
Ottumwa to Hawley via Afton Junction	41.2	32.78	25.41	19.8
Ottumwa to Hawley via Des Moines	41.2	32.78	25.41	19.8
Ottumwa to Peru via Afton Junction	41.2	32.78	25.41	19.8
Ottumwa to Peru via Des Moines	41.2	32.78	25.41	19.8
Ottumwa to Barney via Afton Junction	41.2	32.78	25.41	19.8
Ottumwa to Barney via Des Moines	41.2	32.78	25.41	19.8
Ottumwa to Lorimer via Afton Junction	41.2	32.78	25.41	19.8
Ottumwa to Lorimer via Des Moines	41.2	32.78	25.41	19.8
Ottumwa to Monette via Afton Junction	41.2	32.78	25.41	19.8
Ottumwa to Monette via Des Moines	41.2	32.78	25.41	19.8
Ottumwa to Talmage via Afton Junction	41.2	32.78	25.41	19.8
Ottumwa to Talmage via Des Moines	41.2	32.78	25.41	19.8
Ottumwa to Shepard via Afton Junction	41.2	32.78	25.41	19.8
Ottumwa to Shepard via Des Moines	41.2	32.78	25.41	19.8
Ottumwa to Arrippe via Afton Junction	41.2	32.78	25.41	19.8
Ottumwa to Arrippe via Des Moines	41.2	32.78	25.41	19.8
Ottumwa to Shannon City via Afton Junction	41.2	32.78	25.41	19.8
Ottumwa to Shannon City via Des Moines	41.2	32.78	25.41	19.8
Ottumwa to Knoxville via Afton Junction	41.2	32.78	25.41	19.8
Ottumwa to Knoxville via Des Moines	41.2	32.78	25.41	19.8
Ottumwa to Diagonal via Afton Junction	41.2	32.78	25.41	19.8
Ottumwa to Diagonal via Des Moines	41.2	32.78	25.41	19.8
Ottumwa to Boston via Afton Junction	58.4	45.96	36.31	28.25
Ottumwa to Boston via Des Moines	58.4	45.96	36.31	28.25
Ottumwa to Maloy via Afton Junction	58.4	45.96	36.31	28.25
Ottumwa to Maloy via Des Moines	58.4	45.96	36.31	28.25
Ottumwa to Hickman via Afton Junction	58.4	45.96	36.31	28.25
Ottumwa to Hickman via Des Moines	58.4	45.96	36.31	28.25

ADJUSTMENT OF COMPLAINTS.

It is claimed that this is less than the transfer could be made at the Afton Junction with any facilities that the railways could be required to put in there.

The company furnishes in addition a statement of freight forwarded to stations on the Chicago Great Western Railway via Des Moines from December 1, 1892, to March 25, 1893:

	Weight.	Charges.
Pilger Grocer Company—Boston	1,180	\$ 2.70
Chittenden & Eastman—Lorimer	1,885	10.80
Chittenden & Eastman—Knoxville	1,050	3.45
K. A. B. Candy Company—Shannon City	500	1.32
K. A. B. Candy Company—Hickman	100	.25
Phillips & C—Peru	100	.25
Phillips & C—Lorimer	100	.25
Total	6,820	\$11.17

Making a total of 6,320 pounds on which the charges were \$21.17.

It was further urged that it was the intention to change the line of the Chicago, Burlington & Quincy road and cross the Chicago Great Western at or near Talmage for the purpose of reducing the grades on either side of this sag and that it was impossible to do this on the present line. The company was simply waiting until the money could be spared to make this change.

It is unfortunate that no one appeared to combat these propositions or furnish some reason why they should not be decisive in the east, and the Commissioners were left to reach conclusions without the aid that might have been furnished, or without any idea of what the traffic was or could be made, except the statements of the railway company.

In December, 1888, the Board, after full investigation as before stated, decided that a connection of the two roads by a Y or tracks was so expensive that the traffic offered in exchange would not justify them in requiring its construction. They were satisfied that there would be a very considerable interchange of passengers, and required a waiting room to be built; and in compliance with their request two passenger trains each way on both roads stop here for this purpose.

The only matter left for determination is whether under the circumstances and conditions they should order a transfer of freight in less than car load lots at this place. With the testimony before them and without proof of the prospective transfer of a volume of freight which would justify the outlay necessary to make the exchange, they have reached the conclusion that it would be a tax upon the companies for which there is no public necessity, and therefore decline to make the order.

Des Moines, Iowa, April 12, 1893.

ALEXANDER WARNOCK, SGOUREY,
IOWA,

vs.

BURLINGTON, CEDAR RAPIDS & NORTH-
EAST RAILWAY COMPANY.

Application for under farm crossing.

DECISION OF COMMISSIONERS.

September 30, 1891, Alexander Warnock filed in the office of the Commissioners a petition stating that he was the owner of a certain quarter section of land in

Keokuk county, crossed by the railroad of the Burlington, Cedar Rapids & Northern Railway Company; that his house and other buildings and water supply were on one side of the railroad, and his meadow and pasture land principally upon the other side; that his only means of crossing the railroad was by the usual over crossing with heavy gates; setting forth the inconvenience he was subject to in carrying on farming operations and handling stock by reason of the lack of a crossing under said railroad alleged to be practicable under the circumstances, and asking the Board to examine the premises and require the railway company to furnish such under crossing.

A copy of said petition was duly forwarded to the president and general manager of said company, and under date of October 3, 1891, a reply was received as follows:

"W. W. Ainsworth, Secretary Railway Commissioners, Des Moines, Iowa:

DEAR SIR:—Yours of the 30th ult., came to hand this A. M. with complaint of Mr. Alex. Warnock, of Sigourney, Iowa, and in reply to same would say: that we seem to have complied with the law in every respect in his case, and I think if Mr. W. would consider the matter he would conclude that it would be unreasonable to expect the railway company to build him an underground crossing unless they were prepared to do the same for every land owner through whose lands the railway passes. We are, however, willing to put in an underground crossing for Mr. W. at his expense, estimated to cost \$300.

Yours truly,

C. J. IVES,

President B., C. R. & N. Ry Co."

At that time a case was pending in the supreme court of the State, involving the question of the jurisdiction of the Board of Railroad Commissioners to investigate and take any action in such a case, and this was held awaiting a decision of that matter by said court. Such decision was filed in May, 1892, and shortly after the following correspondence was held:

"DES MOINES, IOWA, June 2, 1892.

Samuel K. Tracy, General Solicitor B., C. R. & N. Ry. Co., Cedar Rapids, Iowa:

DEAR SIR: In reply to your favor of the 3d inst., would say that in the under-crossing is asked for has been held for the finding of the supreme court in the case of Cedar & Mason City & Fort Dodge Railroad. A decision has lately been handed down in that case sustaining the authority of the Commissioners to order such crossings and sustaining the order, as you are probably advised. In view of the present situation the Commissioners desire to know whether you still decline to comply with the request of the complainant and if so when will it be convenient for you to take the matter up for hearing.

Respectfully,

W. W. AINSWORTH,

Secretary.

By order of the Board.

"CEDAR RAPIDS, IOWA, June 6, 1892.

W. W. Ainsworth, Secretary Board Railway Commissioners, Des Moines:

DEAR SIR: In reply to your favor of the 3d inst., would say that in the matter of the application of Alex. Warnock against this company, it desires to contest before the Board the reasonableness of the request; and respectfully asks that some day and place may be fixed at which such hearing can be had to suit the convenience of the Railway Commission.

Yours truly,

S. K. TRACY,

General Solicitor.

The complainant was also advised of this, and at his request the hearing of the matter was postponed for a considerable time.

September 8, 1892, after due notice to all parties interested, the Commissioners went upon the ground and made a personal examination of the premises in question, the company being represented upon that occasion by Mr. Brown, its division engineer.

October 6, 1892, the Commissioners rendered their decision, the material part of which is as follows:

The Commissioners in this case are of the opinion that a grade crossing with two heavy gates is not an "adequate means of crossing" as is required by law, and that an under crossing is necessary to enable him to preserve to the extent consistent with the franchise, the enjoyment of his property rights. The respondent, the Burlington, Cedar Rapids & Northern Railway Company, is therefore ordered to construct within ninety days from this date an under-crossing, which might be put under the embankment either east or west of the present over crossing, where the height is sufficient. The under-crossing must not be less than four feet wide in the clear and not less than six feet in height.

Des Moines, October 6, 1892.

Upon a copy being forwarded to the company, its president, Mr. Ives, wrote the Board, stating in substance that it was represented by its engineer at the time before referred, with the view of showing simply the expense of the proposed under-crossing, and not with any understanding that a discussion or full hearing of the case would then be had, and he asked the Commissioners to reopen the case and set a day for a hearing, so that the company's side could be more fully presented, which request was complied with by the Board.

November 2, 1892, Mr. Ives, president, S. K. Tracy, general solicitor, and H. F. White, chief engineer of the company, appeared before the Board at its office in Des Moines and were heard fully upon the matters involved in the case, and the following additional answer was then filed on the part of the company:

"The defendant for answer to the petition specifically denies each and every allegation therein contained, and asserts that the order that is sought in this case would be unreasonable because of the expense that it would entail upon the railroad company, and for the further reason that the building of such openings in its embankment would be against public policy and public safety, inasmuch as they tend to weaken the roadbed and roadway, which under the law the railroad must exercise the greater amount of care to make safe."

The Board, realizing the importance of the questions involved, and desiring to give all parties a full opportunity to be heard upon all matters material to the controversy, entered an order, the material part of which, after setting forth the prior order, is as follows:

"Now, upon consideration of the premises, it is ordered by the Board that the rehearing asked for by the defendant be granted, and the order heretofore made by the Board and the decision heretofore rendered in said case be and the same are hereby set aside and annulled, but without prejudice to the right of the complainant to proceed with the case and again submit the matter fully to the Board, at such time and place as may hereafter be fixed by the Board. It is further ordered that the complainant have leave to file a new petition or amend the one now on file in said case, as he may prefer, or be advised."

July 5, 1893, an amended petition was filed by the complainant, which is as follows, to-wit:

"Before the Honorable Board of Railroad Commissioners of Iowa.

ALEXANDER WARNOCK, Plaintiff,

VS.

PETITION.

THE BURLINGTON, CEDAR RAPIDS & NORTHERN RAILWAY COMPANY, Defendant.

The plaintiff, Alexander Warnock, by way of amendment to his original petition filed September 26, 1891, and for cause of complaint against the defendant, the Burlington, Cedar Rapids & Northern Railway Company says:

1. That he is the owner in fee and in possession of the southeast quarter of section twenty (20), in township seventy-seven (77), north of range twelve (12), west of the 5th P. M., in Keokuk county, Iowa.

2. That said premises are all enclosed and under cultivation, used by the plaintiff as a stock and dairy farm. That plaintiff raises and sells both cattle and horses, and milks and makes butter for market from a large number of cows, to-wit: from not less than four head

at some seasons to as high as fourteen head at other seasons of the year. That his entire herd of cattle will average about twenty head including milk cows and other cattle, and that his herd of horses will average sixteen head.

III. That the defendant is a corporation duly organized and existing under and by virtue of the laws of the State of Iowa.

IV. That the defendant owns and operates a line of railway which crosses said premises of plaintiff from east to west near the center of the same.

That on this line of said railroad and about nineteen rods west of the east line of said premises, there is a fill or embankment under which there is a tile culvert, and at a point on said line of said railroad about sixty-two rods west of the east line of said premises is another fill or embankment under which is a tile culvert. The first of which said fills is about eleven feet deep and the second is about eight feet deep.

That between said two fills and at a point about forty-four rods west of the east line of said premises there is a grade crossing.

That the said line of railroad is fenced its entire length through said premises, and plaintiff's only means of access to said grade crossing is through gates placed on each side of the railroad right of way opposite said grade crossing.

That said gates are sixteen feet long, made of fencing boards, and are hung between two posts, on a cleat nailed to said posts; that they are very heavy, and to open and shut the same plaintiff is compelled to shove them back on said cleats and then carry them around out of the way.

That the line of said railroad across said premises and the location of said grade crossing and fills or embankments are more particularly shown by a map of said premises herewith annexed and made a part of this petition.

V. That the plaintiff's dwelling house and other buildings, his water supply, consisting of well and two ponds, his artificial groves used for shade and shelter, and all other buildings and improvements erected for the more convenient prosecution of his said business, are on the south part of said premises as divided by said line of railroad, the particular locations of which, with respect to each other, and with respect to the line of said railroad, and the boundary line of said premises, are more fully shown by reference to said plat heretofore referred to, made a part of this petition and marked Exhibit "A."

VI. That to properly farm and cultivate said premises, plaintiff is compelled to pasture his said stock on the north side of said line of railroad, which, for the purpose of milking said cows, puts plaintiff under the necessity of bringing said cows in across said railroad, and of returning them twice a day, which involves the driving of said cattle the distance, at the very least, of fifty-nine rods four times, and the opening and shutting of said two heavy gates, four times a day; and during the dry and hot weather plaintiff is, for the purpose of properly supplying his said stock with water, compelled to bring them in and return them again as often as three times in addition to the two times for milking purposes, making ten crossings of said railroad, ten openings of each of said gates, and ten trips from the pasture to the watering place, which is, at the very least, about eighty rods. That by reason of said railroad intervening between plaintiff's pasture and his watering place and groves, his said stock are deprived of the benefit of having free access to water and shade.

VII. That no one but a strong man is able to handle said large gates, and herd said animals across the railroad and keep them from trespassing on the right of way of said railroad, and inasmuch as said crossing is not guarded with cattle-guards, one strong man alone can not always keep said animals from so trespassing.

VIII. That by reason of the existing circumstances and conditions, and the facts above alleged, said grade crossing is not an adequate crossing, and under existing circumstances and conditions, and the facts above alleged, no crossing other than an under or open crossing would be an adequate crossing.

IX. That on or about the 7th day of April, 1893, plaintiff made a written request of defendant, the Burlington, Cedar Rapids & Northern Railway Company, for such an adequate crossing, which said request will more fully appear by reference to a copy of the same hereto annexed, marked Exhibit "B," and made a part of this petition.

X. That in answer to said written request said defendant, on or about the 13th day of April, 1893, sent to plaintiff its written refusal to comply with said written request, as will more fully appear by reference to a copy of said refusal hereto annexed, marked Exhibit "C" and made a part of this petition.

XI. That the plaintiff has no other means of crossing said railroad besides the said grade crossing described in article IV of this petition.

XII. Wherefore plaintiff prays, as in his original petition he has already prayed, and that your Honorable Board may inquire into said matter and fully investigate the same, and

that if upon such investigation you find that under existing circumstances and the facts above alleged, that said grade crossing is not an adequate crossing, and that nothing other than an under-crossing would be, then that you make an order requiring said defendant to construct such a crossing as will under the existing circumstances be an adequate crossing, and he will ever pray.

C. G. JOHNSON,
Attorney for Plaintiff.

STATE OF IOWA, }
KEOKUK COUNTY, }

I, Alexander Warnock, being first duly sworn upon oath say, I am the plaintiff named in the above petition and the facts alleged in said petition are true as I verily believe.

(Signed) ALEXANDER WARNOCK.
Subscribed and sworn to before me and in my presence by the said Alexander Warnock this 29th day of May, 1893.

(SEAL)

C. G. JOHNSON,
Notary Public.

COPY OF EXHIBIT "B."

KEOKUK, Iowa, April 7, 1893.

C. J. IYER, President Burlington, Cedar Rapids & Northern Railway Company.

DEAR SIR: I write to inform you that I am now and have since long before your line of railway was built through Keokuk county, Iowa, been owner of the southeast quarter of section 26, township 77, north of range 12, west of 48th P. M. That your said railway cuts said land in two almost equal parts. That I have never had an adequate means of crossing said railway from one part of said land to the other. That no crossing short of an under-crossing would, under existing circumstances and conditions, be adequate. That the fill immediately east of my present place of crossing offers a feasible location for an under-crossing.

I would, therefore, hereby request that you construct an under-crossing at said point as soon as practicable, and that you also inform me as soon as convenient whether you will or not grant this, my request. Respectfully,

ALEXANDER WARNOCK.

COPY OF EXHIBIT "C."

KEOKUK, Iowa, April 12, 1893.

ALEXANDER WARNOCK, Esq., Keokuk.

DEAR SIR: Yours in relation to under-crossing is received and the matter referred to me. You must recognize the fact that all openings of that kind greatly endanger the safety of the public travel and tend to weaken the strength of the road-bed, and hence such openings should be avoided if it is possible to do so. If there is any further work we can do for the ordinary crossing you now have the company will gladly do it, but it must decline to put in an underground crossing unless compelled to do so by law.

Yours truly,

S. K. TRACY,
General Solicitor.

And the 11th of July, 1893, an answer to the same was filed on the part of the defendant which is as follows:

"Before the Honorable Board of Railroad Commissioners of Iowa.

ALEXANDER WARNOCK

VS.

THE BURLINGTON, CEDAR RAPIDS & NORTHERN RAILWAY COMPANY.

Answer.

The railway for answer to the above named complaint, says that the plaintiff has now an adequate crossing at the place complained of, and that the same is such as other crossings throughout the State of Iowa, and such as contemplated by law; and if this complaint is entitled to an underground, the entire line of defendant's railway.

That if the crossing as now constructed is an inconvenience or trouble to complainant, in law, he is now conclusively presumed to have been fully compensated for such inconvenience and trouble, in the payment of the award in the condemnation proceedings for right of way at the place in controversy.

And the defendant further answering, says that obedience to any order compelling an under-ground crossing to suit the convenience of complainant, would greatly tend to weaken

his road-bed, and lives of its employees, and the public would be jeopardized; and that for this reason the plaintiff's private interest should not be regarded as paramount to human life; and if such private interests suffer in the respect claimed, it is for the public good, and therefore his request is unreasonable, inequitable and unjust.

Wherefore, defendant prays that no such order be promulgated as asked by plaintiff.

THE BURLINGTON, CEDAR RAPIDS & NORTHERN RAILWAY COMPANY,
C. J. IVES, President.

Thereupon the Commissioners fixed Wednesday, July 19, 1893, at 2 o'clock P. M., at the court house in Sigourney, Iowa, as the time and place for a further hearing of the case, of which the parties were duly notified, and at which time and place all the Commissioners were present, and the complainant appeared in person and by C. G. Johnston, his attorney, and the defendant appeared by G. D. Woodin, its attorney; and several witnesses on the part of complainant were duly sworn and examined, and full hearing was then had before the board, so far as the facts in the case were or are involved; and at the request of the parties, time was given each to file with the Board written or printed arguments, the latest of which, on the part of complainant, was filed under date of September 19, 1893.

From the evidence submitted to the Commissioners, and their personal view of the premises, they find the following to be the material facts in the case.

That the complainant, Alexander Warnock, is the owner in fee and in possession of the southeast quarter of section twenty (20), in township seventy-seven (77), north of range twelve (12), west of the 5th P. M. Iowa, in the county of Keokuk; that said premises are all enclosed and under cultivation, and the owner raises and sells cattle and horses, milks and makes butter for market from a number of cows, ranging from four at some seasons to fourteen at others, and he uses said premises as a stock and dairy farm; that his entire herd of cattle, including milk cows, will average about twenty (20) head, and his average number of horses about fifteen (15) head; that the defendant, the Burlington, Cedar Rapids & Northern Railway Company, owns and operates a line of railway which crosses said quarter section of land owned by plaintiff east and west near the center of the same; that on this line of railroad on said premises, and about twenty rods west of the east line of said quarter section, there is a fill or embankment about eleven feet in height or depth; that about forty-five rods west of the east line of said premises there is a grade crossing for the use of plaintiff; that said line of railroad is fenced its entire length through or across said premises and plaintiff's only means of access to said grade crossing is through gates placed in the line of the fence on each side of the railroad right of way opposite said crossing; that said gates are sixteen feet in length, composed of six boards about six inches in width, running lengthwise, with cross pieces of same material, and said gates are hung on a cross piece nailed to two posts set near together, and to open the same the gates are shoved back on this cross piece and then carried around out of the way by the person opening the same; that said gates are heavy and somewhat unwieldy and difficult to handle, but are substantially such as are quite commonly used by farmers in that locality, as well as by said railroad company at farm crossings; that said farm crossing at grade for plaintiff is in good condition in every respect, except as to said gates, and the same is in a good and convenient place for plaintiff; that the defendant is ready and willing to repair or replace said gates by proper and suitable ones, and if that is done plaintiff's present crossing is fully up to the standard of the usual or ordinary farm crossing at grade as ordinarily constructed in this State; that there is no cattle-guard upon either side of said crossing; that plaintiff's dwelling house and farm buildings are situated

near the center of the southeast forty acres of said quarter section in question, and his permanent supply of water for stock, consisting of a well and two artificial ponds, also grove used for shade and shelter to stock, with yards and other improvements for the convenient prosecution of his business, are all located or situated near to said dwelling house, on the same forty acres, and all on the south part of said premises as divided by said line of railroad; that there is a highway on the east and also on the south line of said quarter section, and to reach the highway as the plaintiff usually travels from his dwelling he goes south about thirty rods to the east and west highway on the south line of said quarter section; that the distance from plaintiff's dwelling house to the farm crossing he now has over the railroad is about fifty-five rods, and from said crossing to plaintiff's watering place for his stock is about forty rods; that to rotate his crops and properly carry on his farming operations, it is necessary for plaintiff to have, during some seasons, pasture for his stock on the north side of said railroad, and during the present season, and for several prior thereto, plaintiff's pasture for stock has been on that side of said railroad; that during a large part of the season all the water for plaintiff's stock was obtained by driving the same across said railroad from the north to the south side thereof over said grade crossing; that from the evidence it does not appear reasonably certain that at a reasonable expense a permanent supply of water for stock, by wells or ponds, can be obtained on plaintiff's land on the north side of said railroad; that the defendant obtained its right of way across plaintiff's premises by deed from him dated November 5, 1879, for the consideration of one hundred and twelve and fifty one-hundredths dollars, said right of way being one hundred feet wide across said premises and, as said deed expresses it, "for the purpose of constructing a railway thereon, and for all uses and purposes connected with the use of said railway * * * and to have, hold and enjoy the land described forever for any and all uses and purposes in any way connected with the construction, operation, preservation, occupation and improvement of the said railway;" that the railroad in question was built across the premises of plaintiff in the latter part of the year 1879, and since that time said right of way has been in the possession of defendant, and said railroad has been operated by it and the plaintiff has had during that time only the ordinary farm crossing at grade hereinbefore mentioned; that during the hot and dry season plaintiff is put to much extra labor and expense in driving his milk cows and other stock back and forth across said railway track which could be avoided by a crossing for such stock under said railway; that east of the present grade crossing and at the embankment or fill about twenty rods west of the east line of plaintiff's premises hereinbefore mentioned, there is a proper, reasonable and convenient place to put in an under-crossing of sufficient width and height for stock to pass through; that such under-crossing should be not less than four feet in width and six feet high; that the cost or expense of putting in an under-crossing of that size, built in a good and substantial manner of iron and stone and covered with the latter material so as to make the same as permanent as practicable, is about the sum of five hundred and seventy-five dollars and if built of wood about two hundred and fifty dollars, as appears from the evidence submitted on the part of the defendant; that the plaintiff has heretofore requested the defendant to put in a suitable under-crossing at the place hereinbefore specified, which the defendant has refused to do.

Under such state of facts the question arises as to what are the rights of the parties and the duty of the Commissioners in the premises.

In an act granting to railroad companies the right of way, passed by the Fourth General Assembly of this State and taking effect February 9, 1853, there is a provision which reads as follows:

"When any person owns land on both sides of any railroad, the corporation owning such railroad shall, when required so to do, make and keep in good repair one causeway or other adequate means of crossing the same."

This seems to have remained upon the statute books in that form until the adoption of the Code of 1873, when the language was changed by inserting the words "one cattle-guard," and also by giving the owner the right to designate the place for the crossing, if reasonable, so that the provision was made to read as follows:

"Section 1395. When any person owns land on both sides of any railroad, the corporation owning the same shall, when requested to do so, make and keep in good repair one cattle-guard and one causeway, or other adequate means of crossing the same at such reasonable place as may be designated by the owner."

This provision of the Code was in force when the defendant in this proceeding obtained its right of way and built its railroad across plaintiff's premises, and is still the law of the State.

It is claimed on the part of the railway company that it has fully complied with that provision of the law by furnishing the plaintiff with his present grade crossing. That it is the ownership of land on both sides of the railroad that determines the right to the crossing and the nature of it, and not the business or occupation of the owner, or the purpose for which he desires the same. That what is considered adequate for one must be so for all land owners, or at least, that as grade crossings are the rule in this State, the circumstances surrounding plaintiff do not entitle him under the law to any other.

In support of this claim the case of *Omaha & B. V. R. Co. vs. Severin*, in the supreme court of Nebraska, reported in 46 N. W. Reporter, page 842, is cited and relied upon. It appears from the opinion in that case that the statute of Nebraska in relation to such farm crossings is identical with that of our State prior to the adoption of the Code of 1873; that is, nothing is said about any cattle-guard in the Nebraska statute. In the opinion of the majority of the Nebraska court the following language is used:

"Neither cattle nor animals are mentioned in the statute and as we have seen, neither the ownership nor possession of cattle adds to the right of an owner of lands to adequate means of crossing; the conclusion is, therefore, not only logical but irresistible that a means of crossing that is adequate for one owner of land on both sides of a railroad is, in contemplation of the statute, adequate for all such owners. If not then such adequacy depends upon the character of the railroad track and right of way between the lands of such owners, whether level, cut or fill, not upon the use of the land on either side of the railroad, nor upon the possession of cattle by such owner."

The Nebraska court held that the provisions of the statute in regard to crossings and those in relation to the fencing of the railroad right of way must be construed together as relating to the same matter, and the Nebraska statute in relation to fencing differs somewhat from the Iowa statute; upon that question and in referring to the Iowa Code and decisions of the Iowa supreme court, the Nebraska court says:

"The cases cited as well as others of the supreme court of Iowa decided under the above law hold that it is the duty of railroad companies under the circumstances contemplated by the language of the section to put in cattle guards when requested by the owner of land on both sides of the railroad. I do not doubt the correctness of such holdings, but the statute under which they were made is so radically different from our own that they cannot be followed here."

And the majority of the Nebraska court hold that under the statute of that State, no open crossing can be required of the railroad company by any land owner as such, under any circumstances.

Maxwell, J., however dissents, and claims that the question of what is an adequate crossing is one of fact, considering all the circumstances of each case and he uses the following language in his dissenting opinion:

"From the necessity of the case the property of private individuals must sustain injury by the running of such roads. This, however, is borne by the land owner because of the public necessity for railroads. In many cases it is unavoidable in constructing the roads to cut off access from the highway to the residence of the land owner. The law, therefore, has provided a safeguard in the land owner's favor, and reduces his inconvenience and damage to his property to the minimum by requiring the company to furnish adequate means of crossing the railway and access to the public road; and where gates or bars would not furnish the adequate convenience, then the company must leave an open way, so that the owner of the land may pass and repass without the delay and danger incident to taking down and putting up bars, or opening and shutting gates. * * * His rights should be considered as well as those of the railway company. No person would desire to purchase a farm on which to reside where it was necessary to open and shut two gates and cross a railroad track in order to reach the dwelling house, and such a farm would be practically unavailable at the price of lands adjoining not intersected by a railway. Compared to the loss of the land owner, the expense of the company in maintaining an open way for his convenience is but a trifle and it is but reasonable to suppose that such crossing was within the contemplation of the parties when the right of way was acquired."

Chapter 30 of the Acts of the Twenty-second General Assembly of Iowa, requiring railroad companies to fence their tracks, has the following provision in section 3, or the last section of said act:

"Nothing herein contained shall relieve said railroad corporations from pecuniary liability arising from the killing or maiming of live stock on said track or right of way by said corporation that may occur through the negligence of said corporation or its employees, and provided, further, that nothing in this act shall be construed so as to interfere with the right to open or private crossings as now maintained, or with the right of persons to such crossings."

Which would seem to be a recognition by the law-making power of the right in some cases at least to an open farm crossing.

In the case of *Gray vs. The Burlington & Missouri River Railroad Company*, 37 Iowa, 120, our own supreme court, in passing upon the clause of our statute as it was when first adopted, use the following language:

"These crossings are to be of the kind recognized in section 1329 (Revision), that is, they are to be causeways, which the statute regards as adequate crossings, or other adequate crossings. A causeway * * * as applied to a railroad must mean a way raised above the road, a way so raised and properly constructed the law recognizes as adequate. But the law nowhere defines what constitutes the other adequate crossings which the statute authorizes, nor has it been determined, so far as we can discover, by judicial construction * * * Then, as an adequate crossing is to be constructed, and such crossing is not defined as matter of law, it must be determined as a question of fact, and as railroads cut through farms in every conceivable manner, the adequacy of the crossing must largely depend upon the circumstances of the case."

In speaking of the facts in that case, the court further says:

"The railroad has thus, as the evidence shows, interposed itself between plaintiff and the highway, leaving him egress only through two ill-constructed and heavy gates. * * * We have no hesitancy in holding that the means of crossing provided in this case are not, under the circumstances, adequate."

The case just quoted from was approved in *Boggs vs. C., B. & Q. R. R. Co.*, 54 Iowa 435, in which latter case substantially the same defense was set up as in the

one now under consideration. In that case, after citing the statute then in force, namely Code, section 1268, the court say:

"The defendant is a corporation upon which is conferred certain powers and privileges. Because of the station of the corporation as the possessor of power and privileges, certain duties are by law imposed. One of these duties is that the defendant shall, when any person owns land on both sides of its track, upon request, make one cattle-guard and one causeway, or other adequate means of crossing the same at such reasonable place as the owner may designate."

And the court decided in that case that the plaintiff was entitled to an open crossing.

The case of *Curtis vs. The C. & St. P. Ry. Co.*, 63 Iowa, 418, was one where the plaintiff claims an open crossing so as to be saved the inconvenience of opening and shutting gates when driving his cattle from one part of the pasture to the other. In that case the supreme court say:

"We come then to the question as to whether the crossing at the place where made, not being an open one, was adequate. We do not feel called upon to determine whether, under any circumstances, a farmer whose pasture is crossed by a railroad track, is entitled to an open crossing for the mere accommodation of his stock. The defendant contends strenuously that he is not. There would certainly be a grave objection to a crossing in a pasture that would allow cattle to enter upon the track and stop there. It would unquestionably be a source of danger. But without going to the extent which the defendant contends that we should, we have to say that we do not think that it follows as a matter of course that a farmer is entitled to such a crossing for cattle regardless of all other means of crossing. The burden was upon the plaintiff to show at least that he had no other adequate means."

The court then say that all the evidence is not before them, and that there is no finding as to what other means plaintiff had, and then say:

"We might rest the case here, but we think best to say that the evidence set out shows that there was a good enough crossing near by under a railroad bridge, except that in wet seasons it sometimes became impassable. There was a highway boundary of the pasture. He has not allowed us to say that we are in possession of all the facts, and yet with the burden of proof upon himself, he asks us to hold that the crossing complained of is inadequate. He asks it for the reason that it is an open one. We do not think we would be justified in so holding."

In the case of *The State vs. Mason City & Pl. D. R. R. Co.*, decided May 23, 1892, and reported in 52 N. W. Rep., 493, the court, after referring to the petition admitted by the demurrer in that case, say as to the facts:

"It appears from these statements that the land of Mr. Cutler is by the railroad track cut diagonally, and in nearly equal parts; that it is an enclosure used as a pasture, in which is kept a large amount of stock; that it is necessary to drive said stock over and across the said defendant's road as often as twice a day, and that the defendant refused and still refuses to build or furnish an adequate crossing for him so that he can safely transfer his said stock from one side of the defendant's said railroad track to the other in said pasture."

In that case the Commissioners made an order for an under-crossing, and it was contended by the defendant in the supreme court that the Commissioners had no jurisdiction in the matter and no authority to make any such order because the same affects only a private and not a public right.

The supreme court, after citing Sec. 1268 of the Code, relating to crossings, say:

It now becomes a question whether or not the "adequate means of crossing" railway tracks, within the meaning of the section, pertains to private or individual rights to the exclusion of a public right or obligation in regard to them. In judicial proceedings there has been considerable comment in regard to the public character of such corporations and their amenability to legislative control because of that character. The construction of railway lines of necessity requires that the estates of others shall in a sense become subservient

to them. The public demand for them, because of their public utility, has induced legislation by which land owners must for a compensation, if not agreed upon to be settled under the form of law, yield a right of way over their lands for railway lines. This exercise of eminent domain in their favor, is because of their "public character, relations and uses." Such rights are not granted in aid of mere private purposes. These facts are highly important in determining to what extent rights and obligations growing out of the exercise of corporate functions, as a result of such legislation, are public or private. In so far as the law gives to the corporation rights and privileges, as against the land owner, for the construction and maintenance of railway lines the rights and privileges are of a public nature and enforceable against the land owner, because of that nature. The legislative authority thus exercised in favor of the corporation can only be justified by the same authority granting adequate protection to the land owner, by prescribing the manner of the exercise of such functions by the corporation, and in a way on the one hand to preserve to the public and the corporation the full benefits designed by the franchise, and on the other to preserve to the land owner, to the fullest extent consistent with the franchise, the enjoyment of his property rights. The section of the statute quoted is a part of the law under which the defendant company accepted the franchise and constructed its railway, and by the admitted facts of the case it has failed to provide an adequate crossing on the land of Mr. Cutler. Its obligation to provide such a crossing arises out of its acceptance of corporate rights under the general laws of the State. The relation of the land owner to the corporation is involuntary, the result of a public necessity. His rights, as against the corporation, to an adequate crossing are not in the usual sense contractual. The obligation of the corporation to make such crossings is primarily, to the public, resulting from the acceptance of its franchise. It may have, under legal rules, to the benefit of the land owner, but not in such a sense that the public is divested of a right or interest therein. If such right or interest is no more than to enforce a compliance with the terms and conditions of the grant to the corporation, and that in respect to individual rights arising out of the transactions of the public with the corporation it is still a right that the law, equitably administered, will recognize. If the public, in furtherance of its general interests, says to A, a land owner, you must yield a right of way over your land to a corporation for railway purposes, but a condition of this requirement is, that adequate means of crossing such railway shall be preserved to you, is it not in harmony with equity and good government that the public, while compelling A to observe the terms of the grant in favor of the corporation, should preserve and exercise a right to compel the corporation to observe the particular conditions of its acceptance from the public, whereby the individual rights of A pertaining expressly to the grant, may be preserved? Let us view the situation in the light of the facts in this case. The defendant company has accepted its franchise and constructed its road across the land of Mr. Cutler. The use of the land as a pasture requires that a large amount of stock shall cross this road twice a day. Mr. Cutler is entitled to an adequate crossing which the company, by its demurrer, admits that it has not given him. We are of the opinion that the public has such a right or interest arising out of the grant of the franchise, that it may, if indeed it should not compel the corporation to observe its undertaking.

The contention, in behalf of the public interest in the crossing, is somewhat aided by the fact that the crossing for the passage of stock over the track affects the public safety in the operation of trains. In many instances the added security of an under-grade over a grade crossing might be the controlling consideration in ordering a change.

And further along in the case the court say:

"Our conclusions then are that the Railroad Commissioners in cases where a person owns land on both sides of a railroad, have authority to make inquiry and orders as to an adequate means of crossing the same and that a violation of the law by the corporation in respect thereto involves a public right."

But the court in that case say in the concluding part of the opinion:

"The justice or reasonableness of the order making a change from a grade to an under-grade crossing is not presented to us by the record."

And consequently while the order of the Commissioners is sustained by the court in that case, it can not be claimed to be conclusive in such a case as now under consideration, which is contested in such a way as to develop the merits on both sides of the controversy.

Since that case was decided quite a number of cases have been brought before

the Commissioners involving similar questions. They have heretofore in their reports made to the Governor of the State called the attention of the law making power to the uncertainty as to the rights of parties interested in such crossings and have urged that the same be more clearly defined, but no measure has as yet been adopted to that end. The questions involved are important, not only to the owners of land divided by railroads, but to the railroad companies and the people of the State generally.

The Commissioners might not as readily have reached the conclusion they have in this case, if there was no question as to the effectiveness of an appeal in this proceeding by either side of the controversy to the courts from an adverse decision by the Commissioners.

In the case of *The State vs. Des Moines & Ft. Dodge R. Co.*, decided January 30, 1892, in speaking of the enforcement by the courts of orders made by the Commissioners, the supreme court of the State uses the following language:

"The statute clearly contemplates that only such orders as are reasonable and just shall be enforced. It does not contemplate that in all cases the reasonableness and justness of such orders should be found by judicial determination of the courts, but only such as are violated, and then at the instance of the Commissioners. Thus, if the Commissioners refuse to make an order, or when an order is made by them and observed by the company, its reasonableness or justness can not be made a matter of investigation by the courts. It thus quite conclusively appears that in so far as the public are concerned, the judgment of the Commissioners is conclusive as to orders and regulations."

It seems to the Commissioners from the evidence in this case that the complainant, Mr. Warnock, during a considerable portion of the year suffers as much, if not greater inconvenience and damage, by reason of having to open the gates at the crossing he now has and in being compelled to drive his milk cows and other stock back and forth over said crossing to water and shelter, than would many persons residing upon a farm in which a railroad had to be crossed to reach the dwelling house, and that the circumstances of this case bring it within the principles laid down by the supreme court in the cases of *Gray vs. B. & M. R. Co.* and *Boggs vs. C. B. & Q. R. Co.*, and the Cutler case hereinbefore referred to, and the Commissioners find as a matter of fact that the said complainant has not an adequate means of crossing defendant's railroad, as claimed by him in his petition herein. That his means of crossing said railroad would be adequate if, in addition to his present grade crossing a passage for stock four feet wide by six feet high was made under said railroad at the embankment or fill hereinbefore mentioned, east of said grade crossing.

In the judgment of the Commissioners, therefore, the respondent, the Burlington, Cedar Rapids & Northern Railway Company, in refusing to put in, or construct for the complainant, said under crossing or passage way for stock, as requested by him, have failed to comply with the law in relation to such crossings, and it is hereby ordered by the said Board of Railroad Commissioners that within sixty days after being served with a copy of this order that the said defendant, the Burlington, Cedar Rapids & Northern Railway Company, construct, put in, and thereafter maintain for the complainant, the said under grade crossing or passage way for stock at the place and of the size or dimensions hereinbefore specified.

Des Moines, Iowa, October 11, 1893.

J. S. WILSON AND OTHERS, HILLS SIDING,
IOWA,

VS.

THE BURLINGTON, CEDAR RAPIDS &
NORTHERN RAILWAY COMPANY.

Station and station facilities.

Complaint filed December 29, 1891.

DECISION OF COMMISSIONERS.

Under date of December 26, 1891, J. S. Wilson of Pleasant Valley township, Johnson county, filed a complaint against the Burlington, Cedar Rapids & Northern Railway Company, alleging a failure on the part of said company to furnish ears to transport grain and wood from Hills Siding, and unjust discrimination by said company against persons living near said siding, and against that locality, and asking that he might be allowed to put in scales and build cribs on the company's ground at that place, so that he might engage in the grain business there.

Upon a copy of said complaint being forwarded to Mr. Ives, the president and general manager of said railway company, he filed an answer stating in substance that there was not business enough at that place to justify the company in purchasing ground, building depot, and providing and paying for an agent there and alleging that the facilities there furnished were all the situation would justify. After considerable correspondence had passed between the Commissioners and the respective parties and a failure to reach an adjustment in that way, May 10, 1892, was fixed upon for a hearing of the matter at the place in question, and at that time and place the Commissioners, with Mr. Ives, president, and Mr. Williams, superintendent, of the company, met quite a large number of the citizens of that locality, heard their statements and examined the surroundings and situation there so far as material to the matter in hand.

They found that the railroad company did not own any ground there in addition to their right of way, that could be used as station grounds and that the people in the vicinity interested in having a station there would procure the additional ground necessary and donate the same to the railroad company, if it would accept the same and furnish the proper and usual facilities for doing business there.

June 8, 1892, the Commissioners rendered their decision setting forth that in their judgment the distance between Iowa City and Riverside justified a station at Hills Siding, which was about midway between those places; that while the amount of produce shipped there might not be large and might not materially increase the tonnage of the road, it would be of great advantage in the marketing of crops and stock to the people of that vicinity, and would afford facilities to which they were reasonably entitled; that under the circumstances the expense of obtaining proper ground for the purpose should be borne by the persons interested in the station, and that when such ground was deeded to the company it should put in necessary sidings and station house and maintain an agent there for the transaction of business, and requiring the company to establish such a station within ninety (90) days from the time such necessary grounds should be deeded to the company.

July 17, 1892, the complainant, Mr. Wilson, informed the Board that the company required a strip of ground 200 feet wide and 2,000 feet long, and stating that the land in question was in litigation and probably could not be procured except by proper legal proceedings for that purpose. He was informed that probably

condemnation proceedings could be instituted under the authority of the railroad company, and Mr. Ives was sent a copy of Mr. Wilson's communication and a request was made that Mr. Wilson, on application, be provided with the proper authority from the company to exercise the right of condemnation for additional depot grounds, and under date of August 5, 1893, Mr. Ives replied, saying "that on application being made, the necessary authority will be executed."

February 17, 1893, Mr. Wilson appears to have made application to Mr. Ives for such authority, and under date of March 3, 1893, Mr. Tracy, the general solicitor of said company, wrote Mr. Wilson setting forth the reasons why, in his judgment, the authority requested should not be granted, and the same was refused.

March 29, 1893, the complainant filed with the Board a supplemental petition in said case, which is as follows to-wit:

TITLE OF CAUSE.

"Comes now J. S. Wilson, plaintiff in the above entitled case, and leave being granted therefor, files this supplemental petition, and for cause thereof states:

"That the city of Iowa City, in Johnson county, and the town of Riverside, in Washington county, in the State of Iowa, are situated a distance of about fourteen (14) miles from each other, and are connected by the line of the Burlington, Cedar Rapids & Northern Railway, running in a southerly direction from the city of Cedar Rapids, in said State, and the station of Hill's Siding is located on the line of said railway in said Johnson county, Iowa, about half way between Iowa City and Riverside, and at said Hill's Siding there is a store and post-office.

"That said station of Hill's Siding is surrounded by a populous country, and that about the year 1890 the county of Johnson, through its board of supervisors, built a free bridge over the Iowa river, and said bridge being one-half mile due east through Hill's Siding, and one of the main objects in putting in said bridge, and one of the principal reasons urged was that it would accommodate a large number of people east of the river, and enable them to reach said station, and said bridge makes a large scope of country east of said river tributary and accessible to said station.

"That if reasonable facilities were furnished at said station for freight and passenger traffic, then, in ordinary years, there would be a large amount of stock and produce shipped over said road from said station, and considerable passenger traffic also.

"That said defendant, as such common carrier, operating said railway, has never furnished, and does not now furnish, any reasonable facilities at said station of Hill's Siding, for either freight or passenger traffic. It has no depot building at said station, no ticket agent, and no freight house, and nothing in the way of depot accommodations and facilities except a side track and a small platform alongside its track, and furnishes no shelter of any kind for waiting passengers or other persons having business with said company at said station. There are no stock chutes or stock yards at said station, and no accommodations of any kind for building or loading live stock. There are no buildings, facilities, or accommodations of any kind for handling or storing grain or other produce or freight, and no scales or cribs, and no room on the defendant company's ground at said station of Hill's Siding for stock chutes or stock yards, nor for buildings of any kind to furnish reasonable facilities and accommodations for handling and storing grain or other produce and freight, and no room to put in scales or cribs—said company having at said station no ground except the usual right of way one hundred (100) feet in width.

"Complainant further states that shortly prior to December 29, 1891, this complainant, intending to erect scales and cribs and other facilities for weighing, handling and loading the live stock, produce and freight at said station of Hill's Siding, applied to said company, through its president, for permission so to do, and said president and said company then refused to grant such permission, and gave as a reason for such refusal that the company had no ground for such purpose, and did not propose to buy any.

"That on or about the 29th day of December, 1891, this complainant filed his petition with this Board in the above entitled case, setting out the matters and things above complained of, and to which petition reference is hereby made; that a copy of said complaint was served on said defendant and it appeared and answered thereto; and on or about June 4, 1892, the members of this Board visited the said station of Hill's Siding and met the president of defendant there, as well as a large number of people living in the vicinity of said station and interested therein, and after hearing the evidence in said case, and on the 8th day of June

1892, this Board made and entered of record its findings, decision, rulings and orders in said case in words and figures as shown by Exhibit "A" hereto attached and made part hereof; that by said decision, ruling and order this Board found among other things that plaintiff had asked permission of said company to put in scales and cribs on its grounds at said station of Hill's Siding, and had been refused, and that said company and its officers had based such refusal on the alleged ground that it had no land for such purpose, and did not propose to buy any; and this Board then found and ordered that the expense of obtaining proper ground for additional depot grounds at said station, to be used for such purpose and for the general purpose of depot grounds, should be borne by the parties interested in said station, and that when such additional depot grounds should be obtained the said company should put in necessary sidings and a station house, and maintain an agent at said station for the transaction of business; and by said order the said company was required to obey the same, and establish such station within ninety (90) days after such additional depot grounds should be acquired.

That the defendant company has never made any attempt to comply with the said order of this Board, but on the contrary the sale of tickets at said station of Hill's Siding has now been discontinued and no ticket agent is kept there.

That this complainant and other parties interested in said station were willing and ready to comply on their part with said order of this Board, and so informed said defendant, but on account of the large number of persons holding undivided interests in the land adjoining Hill's Siding and of the fact that some of them were minors it was impracticable to acquire such additional depot grounds by purchase or by any other method, except by condemnation as provided by statute.

Such fact was communicated by this complainant to this Board, and such Board, through its Secretary, on the 26th day of July, 1892, wrote the said president of said company as follows, to-wit:

"DEAR SIR: Enclosed please find copy of letter from J. S. Wilson, of Hill's Siding, together with letters from this office in reply thereto. Will you please see that Mr. Wilson, on application, is provided with authority from the company to exercise the right of condemnation for additional depot grounds. Very respectfully yours,

"W. W. AINSWORTH,
"Secretary."

And on August 5th, 1892, the president of said company replied as follows, to-wit:

"W. W. AINSWORTH, Secretary Board of Railroad Commissioners, Des Moines, Iowa.

"DEAR SIR: Have years of July 28th, requesting that on application of J. S. Wilson authority be given and executed to him for the right of condemnation for depot grounds, and on application being made the necessary authority will be executed.

"Yours truly,

"C. J. IVES,
"President."

That this complainant believing that said president and said company intended to, and would, in good faith, execute the said authority, did, on the 17th day of February, 1893, make application in writing to said company through its said president the before, and said company and said president then absolutely refused to grant said application, or to execute said authority, although this complainant in said application offered to pay for such additional depot grounds, and also the expense of condemning the same, and offered to give a bond of indemnity to indemnify the said company against any loss or expense incurred in condemning or paying for such additional depot grounds, and such lands when condemned to be turned over to the company for the purpose of, and to be used, as depot grounds at said station of Hill's Siding.

That on July 27, 1893 this Board had indicated that a strip of land two thousand (2,000) feet long and three hundred (300) feet wide would be a reasonable amount to acquire for such additional depot grounds, and in such application for authority to condemn such lands this complainant asked the said defendant and its said president to indicate and survey the precise land needed for such additional depot grounds, in order that an exact description thereof might be included in the application to this Board in the condemnation proceedings as provided by statute.

That without the granting of such authority this complainant and the other parties interested in said station of Hill's Siding are powerless to condemn such additional grounds under the statute; that the said company and its said president are refusing such authority and refusing to execute the same and refusing to permit such additional depot grounds to be condemned under the statute for the purpose of preventing the proposed acquisition of such additional depot grounds, and in order to thus escape obedience to the said order of this

Board. That complainant is a farmer and land owner, residing four and one-half miles east of said station of Hill's Siding and is a shipper therefrom, and the same is his nearest shipping and passenger point, and complainant is interested in said station and the matter complained of.

That this complainant believes that it will be necessary under the circumstances, and in view of the facts above stated, for this Board to make, in this case, an imperative, additional or supplemental order broad enough to compel said company to acquire such additional depot grounds at Hill's Siding, and to furnish the people interested in said station the facilities and accommodations to which they are reasonably entitled.

Wherefore this complainant asks that the said defendant be required to answer this supplemental petition, and that this Board take such further evidence in said case as may be thought proper, and that on a final hearing an order be made requiring the defendant and its proper officers to take such steps and institute such proceedings as may be necessary to acquire such additional depot grounds at said station of Hill's Siding, and that such additional depot grounds be required to be of such length and breadth, and so located, as may be found to be reasonable or proper by this Board, and that defendant be ordered and required to acquire and furnish such additional depot grounds for use for depot purposes at said station, within such reasonable time as the Board may fix, and complainant asks that it be further ordered that, when such additional depot grounds shall be procured, the defendant permit complainant to put in scales and erect thereon an office, crib and a warehouse.

Complainant further asks that defendant be required and ordered to erect and maintain a depot building at said station of sufficient capacity to accommodate, comfortably and conveniently, the passenger traffic of said road at said station, and also of such capacity as may be reasonably required for the handling of freight and baggage.

That the defendant be required and ordered to keep a station agent at said station to attend to the selling of tickets and handling of baggage, and the handling and billing of freight.

That defendant be required and ordered to make said Hill's Siding a billing station; that defendant be also ordered and required to put in stock pens and stock chutes at said station, and that this Board make such other orders and rulings as may be proper or necessary to compel the defendant to furnish the people in the vicinity of such station of Hill Siding reasonable station facilities for both freight and passenger traffic, and such orders as may seem to this Board reasonable and just.

(Signed)

JOE A. EDWARDS,
Attorney for Complainant."

(Verification.)

Tuesday, May 9, 1893, was fixed upon for another hearing of said cause at Hill's Siding, by the Board and all parties notified, at which time and place all of the Commissioners were present, and the complainant appeared in person and, by Joe A. Edwards, his attorney, and the defendant, by A. E. Swisher, its attorney, and S. K. Tracy, its general solicitor, and the premises in question, were again examined by the Board, and the evidence of several witnesses offered by the complainant, and all the testimony offered by either party at that time was heard, by the Board, and later, June 27, 1893, at their office in Des Moines, was fixed upon as the time and place for the argument of said cause before the Board.

June 26, 1893, an amendment to said supplemental petition was filed as follows:

(Title of Cause.)

"Come now John A. Goetz, L. A. Clearman, John Downs, Martin Brier, Peter Frantz, Francis W. Lloyd and John Deutch, and leave being granted, herein file their amendment to said supplemental petition, and are made parties plaintiff to the above entitled action with J. S. Wilson, the original complainant, and the above named parties so made plaintiffs now join in and adopt all the allegations in said supplemental petition as a part of this amendment and say: that they are property owners in the territory adjacent to, and tributary to, said station of Hill's Siding, and are interested in said station and in the event of this action, and ask that relief be granted as prayed in said supplemental petition, and that the Board grant such relief as may be proper in the premises.

(Signed)

JOE A. EDWARDS,
Attorney for Complainants."

And on the same date there was filed another amendment to said petition as follows:

(Title of Cause.)

"Come now the complainants in the above entitled case, and for second amendment to supplemental petition therein say:

That as shown by the testimony already taken herein, and on account of the title to the land where the station of Hill's Siding is located, and adjacent thereto, being in litigation, the additional depot grounds asked for in said supplemental petition cannot be purchased, but must be acquired by condemnation under the statute, and complainants ask the Board to so find.

Complainants further state that the defendant, the Burlington, Cedar Rapids & Northern Railway Company refuses to apply to this Board for permission to so condemn such additional depot grounds, and for a certificate as in such cases provided, and refuses to take any steps to secure such condemnation.

Wherefore complainants ask for relief as prayed in said supplemental petition, and ask that this Board make an order requiring the defendant to so apply to said Board, and to take such other steps and do such other acts as may be necessary to secure the condemnation of such additional depot grounds and the appropriation thereof for the uses as set out in said supplemental petition, and complainants ask that this Board make such other order as shall be proper in the premises.

(Signed)

JOE A. EDWARDS,
Attorney for Complainants.

Same date the defendant filed its answer to said supplemental petition as follows:

"The defendant for answer to the supplemental petition denies the reasonableness of the request; denies the authority of the Commission to make the order prayed for and further says that the defendant has no right under the law to condemn or compel the sale of real estate for the alleged purpose as claimed in the petition."

June 27, 1893, the complainants filed a third amendment to said supplemental petition, which amendment is as follows:

(Title of Cause.)

"Complainants for such amendment, say:

That, by properly adjusting its main and side tracks on its depot grounds at said station of Hill Siding, and thus utilizing all of its right of way at said point, the defendant, the Burlington, Cedar Rapids & Northern Railway Company, could furnish the complainant, J. S. Wilson, room on its right of way at said station to put in scales and to erect thereon an office and cribs and a warehouse, and could furnish and erect thereon all the other facilities asked for by complainants, and if such permission is given and such room furnished, the said J. S. Wilson will put in such scales and erect such office, cribs and warehouse, and will engage in the buying of grain and other farm produce at said station and the shipping of the same over the line of the defendant's railroad therefrom.

Wherefore, in addition to the relief already asked complainants ask that this Board make a finding whether or not it is necessary for said defendant to acquire such additional depot grounds in order to furnish the facilities asked for by complainants, and the room asked for by said Wilson, and if it is found that defendant can furnish and erect on the right of way, which it already has at said station, the facilities asked for by complainants, and can furnish the room for the erection of the scales, office, cribs and warehouse aforesaid, then that an order be made requiring defendant to furnish such facilities on said right of way at said station and to furnish room for and permit said Wilson to erect thereon such scales, office, cribs and warehouse, and complainants ask that this Board make such other order as shall be proper in the premises.

(Signed)

JOE A. EDWARDS,
Attorney for Complainants."

And on the same date also filed a paper, as follows:

"Come now J. S. Wilson, John A. Goetz, L. A. Clearman, John Downs, Martin Brier, Peter Frantz, Francis W. Lloyd and John Deutch, complainants in the above entitled case, and hereby offer to pay, or raise the money to pay, for such reasonable additional depot grounds

as the defendant may by order of this Board be ordered to acquire, as asked in complainant's supplemental petition herein."

On said 27th day of June, 1893, the attorney for complainants appeared before the Board at its office in Des Moines, and was heard upon the part of complainants; and on July 24, 1893, the general solicitor of the defendant submitted a written brief and argument in said cause on the part of the defendant.

The former ruling or decision of the Commissioners was made after a full conference between them and the parties interested, and it was supposed at the time the same would be reasonably satisfactory, and result in an adjustment of the controversy. It has not, however, and they have given the case as presented upon the last hearing careful consideration, for it involves some questions rather difficult of solution under the law applicable to the same, as understood by the Commissioners, and all the circumstances of the case.

They find from the evidence that the defendant's railroad track, after crossing the Iowa river at Iowa City, in Johnson county, in this State, runs directly south to the point where it meets the railroad of the defendant running west from Muscatine, which continues on practically west to Thornburg, a distance of forty-three miles. From Iowa City to said junction of the two lines of railroad is about twelve miles; from the junction it is two miles east to what is known as River Junction and two miles west to Riverside. Kalona is about seven miles west of Riverside and Lone Tree nearly four miles east of River Junction. Hill Siding is seven miles south of Iowa City and five miles north of said junction of the two roads, and consequently seven miles from both Riverside and River Junction, which said three stations are nearer than any other railroad stations to Hill Siding. That the ground or location at said siding is practically level and in every way suitable for a station, and is as far away from other railroad stations as is usual or common in this State; that said place called Hill Siding is surrounded by an excellent farming and stock raising country, and well settled; that there is a small store, and a small building to store grain in, and a postoffice there; that about the year 1880 the county of Johnson, through its board of supervisors, caused to be built a free bridge over the Iowa river about one-half mile east of said siding, one of the reasons urged for which was that it would accommodate people east of said river and enable them to reach said station, and the building of said bridge has made quite a large portion of country east of said river accessible to said station or siding; that the defendant has heretofore stopped its passenger trains to take on and let off passengers at said siding, and there has been heretofore quite a number of carloads of grain and farm produce, and wood and pickets shipped from there on the defendant's railroad; that the only facilities furnished by the defendant at said siding for business are a platform alongside its track and a side or spur track about 1,000 feet in length, and the company have no depot or buildings of any kind there, or any shelter for passengers, or any facilities for loading or unloading live stock; that if reasonable facilities were furnished at said place for freight and passenger traffic, there would be quite an amount of live stock, grain and farm products shipped from there, and also considerable passenger traffic; that as the business there, however, would be mostly drawn from other stations as now located on defendant's road, it is questionable whether it would materially add to the tonnage or business of said road, except in the way that the building up of a small town or village there, and the advantages furnished thereby to the surrounding country, ordinarily would tend to do; that the establishment of a station at that point is earnestly desired by quite a large

number of people living in that vicinity, and the same would be a great convenience and advantage to them in the marketing of their crops and live stock, and would furnish facilities to which they are reasonably entitled; that the complainant, J. S. Wilson, at the time alleged in his complaint, applied to the defendant company for permission to erect scales, cribs, and other facilities for dealing in grain and handling live stock at said siding, and was refused by defendant, and that all the other proceedings set forth in said complainant's supplemental petition herein were had substantially as therein alleged; that the allegations contained in the first and second amendments filed by the complainants June 26th, 1893, to said supplemental petition, are true substantially as therein set forth; that the complainants have heretofore offered and are able and willing to pay for any reasonable additional amount of ground that might be needed for depot or station grounds at the place in question, and the expense of procuring the same on the part of said company, and are willing to indemnify said company against the cost of said ground and any such expense; that the defendant does not own, or have any right, or title to any land at said siding or place in question, except what is included in its right of way, which is one hundred feet in width; that to furnish the usual facilities for doing business at such a station as the one in question and such as are ordinarily furnished by railroad companies in this State at such or similar places would require additional depot or station ground there, to what is included in the right of way of the defendant; that by relocating, or changing its main and side tracks, on its present depot grounds, or right of way there, the defendant company could furnish the complainant, J. S. Wilson, room or ground on its right of way, to put in scales and erect an office, cribs, and a warehouse, and that the defendant could erect and furnish thereon all of the other facilities asked for by complainants, including a depot building for freight and passenger traffic, and stock yards that would answer and be sufficient for the present needs of the public in that locality; that there is nothing in the lay of the ground, nor any natural obstacle to prevent any such relocation or change at the place in question of the side or main tracks of the defendant.

Under such a state of facts the question arises as to what are the rights of the complainants and the duty of the defendant; and first, as to the demand made that the defendant company, by its proper officers, be required to institute proper legal proceedings to condemn and acquire additional depot grounds at the place in controversy.

Under the general power to construct and operate railways, given by the early English statutes and those of many of the states, the railroad companies had the right to purchase and condemn land, not only for their tracks, but also for station, yards for the storing and keeping of cars, side tracks, warehouses, and other necessary buildings for the receipt and delivery of freight, including live stock and the like.

The first act, however, of this State, granting to such companies the right of way, passed by the Fourth General Assembly, January 13, 1853, limits the right of condemnation to a strip one hundred feet in width, with certain exceptions, as shown by section 1 of said act, which reads as follows:

"That any railroad corporation in this State heretofore organized or that may be hereafter organized under the laws of this State, may take and hold, under the provisions of this act, so much real estate as may be necessary for the location, construction and reasonable use of their road. Such corporation may also take, remove, and use for the construction and repair of said road and its appurtenances, any earth, gravel, stone, timber, or other materials, on or from the land so taken; provided, that the land so taken, otherwise than by the

consent of the owners, shall not exceed one hundred feet in width, except for wood and water stations, unless where greater width is necessary for excavation, embankment, or depositing waste earth."

In 1878 the Seventeenth General Assembly amended that section by simply adding after the words "corporation in this State" the words "or chartered by or organized under the laws of the United States or any territory," thus giving to corporations of other states and the United States the same powers as those of this State, and thus the law remained until 1884, when the Twentieth General Assembly enacted the following provision (chapter 170, section 1):

"Any railway corporation owning or operating a completed railway in the State of Iowa shall have power to condemn lands for necessary additional depot grounds in the same manner as is provided by law for condemnation of the right of way; provided, that before any proceedings shall be instituted to condemn such additional grounds the railway company shall apply to the Railway Commissioners, who shall give notice to the land owner and examine into the matter, and report by certificate to the clerk of the circuit court in the city (county) in which the land is situated the amount and description of the additional lands necessary for the reasonable transaction of the business, present and prospective, of such railway company. Whereupon said railway company shall have power to condemn the lands so certified by the Commissioners."

Before the passage of this last mentioned act it had been decided by the supreme court of the State, that under the prior statute a railroad company had no right to condemn additional land for depot grounds and that therefore any proceedings for that purpose might be enjoined by the courts. It would seem from the restrictions contained in the laws of this State as to the right to condemn land for depot purposes that the legislature acted upon the theory that within the limit of the one hundred feet that a company would have the right to take, there would be room for the necessary station facilities in most instances where land could not be acquired for such purposes by the consent of the owners.

In the case of *Jager vs. Dey*, 80 Iowa, 23, which presented the question of the authority of the Commissioners to grant a certificate for the condemnation of land where there were no depot grounds outside of the right of way, the court says:

"But it is claimed in behalf of appellant that because the statute above cited does not authorize lands to be condemned except for 'additional depot grounds,' and that as there were no depot grounds at the place selected for a station there could be no additional depot grounds. This appears to us to be an erroneous construction of the statute. If we understand counsel, his claim is that before the commissioners have power to act, there must be a station established, and there must be depot grounds, or there can be no additional depot grounds. At all railroad stations the one hundred feet right of way is necessarily a part of the depot grounds. The station house, at which the business of the company is transacted, and the platforms, which are necessary in the transaction of the business, are located on the main line on the right of way, and the side tracks connecting with the main line are of necessity connected with the main line on the right of way. The expression 'necessary additional depot grounds' means such land in addition to that already required as may be necessary for depot purposes." And the authority of the Commissioners to act in such cases was sustained.

In the opinion of the Commissioners as hereinbefore indicated, while it might be proper and justifiable for the company to seek to condemn additional ground for depot purposes, taking into account the transaction of their business, present and prospective, at the place in question, yet it would not be absolutely necessary to have such additional ground at the present time in order to furnish the facilities now required. Whether, under any circumstances, the Commissioners could require a railroad company to apply to them for the certificate required by the statute as preliminary to the right of condemnation and then to institute the proper legal proceedings for such condemnation, as asked for in this case by the

complainants, is not a question that the Commissioners are in this matter required to pass upon as the facts found to exist would not justify such an order if they had the legal authority to make the same. Such an authority could only be inferred from the well recognized legal principle that when a statute confers upon such a corporation the power or right to do a particular thing, the law sometimes, by implication, makes it a duty to exercise that right or power so conferred.

It is true the company would have no right to condemn any such land for the private benefit of the complainant, Wilson, or any other person, and would have no right to condemn for additional depot grounds any more land than necessary for the reasonable transaction of its business, present and prospective, at any station. The fact, however, that the complainants offered and are willing to pay the cost and expense of procuring such ground for the company does not establish the proposition that it would be for a private or any other than a legal purpose. The power of taxation in this State has been invoked to aid such companies in the building of their roads, and incorporated towns and cities have been authorized by statute

"To procure for the purpose of donating and to donate to any railway company owning a line of railroad in operation or in process of construction in such incorporated town or city sufficient land for depot grounds, engine houses and machine shops for the construction and repair of engines, cars and other machinery necessary to the convenient use and operation of said railroad."

Said offer and willingness on the part of the complainants bear more upon the question of the desire of the people in that locality for a station, the facilities there required, and as to whether, if furnished, the same would be a burden upon or advantageous to the defendant. If the land was so donated to the company it would be owned by it and subject to its management and control the same as their other station grounds, and none of the complainants would have any interest therein except such as might be derived from the company, or under the law governing their rights in such cases. While the Commissioners might, however, be willing, and consider it their duty, to sanction under all the circumstances of this case, the obtaining and donating of additional land to the defendant for depot purposes, as their action has heretofore indicated, yet they do not consider themselves as justified in assuming any authority under the law to attempt to compel the exercise by the company of its right of condemnation of such ground, as asked for by the complainants.

Next as to the request made by the complainant, Wilson, that this Board make an order requiring the defendant to furnish room for and permit him to erect on the right of way or depot grounds included therein, now owned by said defendant company, scales, office, cribs and warehouse, in the event that the Board find there is room there for such facilities. The Commissioners certainly can make no such order unless it is the duty of the defendant, under the law, to allow the complainant to do what he thus asks, and if this duty is imposed it must be under the provisions of some statute of this State, or arise under the principles of the common law, or some usage that has the force of law.

As to the rights of the public and the defendant in relation to station grounds, Hutchinson, in his work on Carriers, uses the following language:

"The station is the private property of the company, subject to the right of the public to enter it for the purpose of travel upon the road, or to send or receive of their goods by it, or to transact other legitimate business there; but the privilege to enter for any other purpose is subject to the control of the company. * * * But the law will not permit undue or unreasonable preferences to be given in the right to be admitted upon such grounds, among

those who conduct themselves in an orderly manner, nor will exclusive privileges be allowed to some in plying their business there which are denied to others. Although such grounds may be private as to ownership, they are not so as to the purpose to which they are appropriated, and while they are used mainly with a view to the convenience of those who travel, or transport their goods by the road, still others against whom no special objections exist, should not be unreasonably or unequally excluded. Such discriminations are excluded by statute in England, and would, no doubt, be held unlawful in this country without statutory restrictions."

As to the duty of the carrier to furnish proper station facilities, the same writer says:

"The duty of the carrier extends also to the providing of proper and reasonable station facilities, such as platforms, warehouses, approaches and the like, and in case of a carrier of live stock, it includes the furnishing of proper yards, gates and other appliances necessary to enable the stock to be received, loaded, unloaded, and delivered to the consignee. For performing this service the carrier cannot impose an extra charge, nor authorize or require some other person or corporation to perform it and insist upon extra compensation."

Justice Dillon, in deciding a case in our own supreme court, uses the following language:

"But I have no hesitation in saying that without any statute enacting it, there is a common law duty on these companies to provide reasonable accommodations at stations for the passengers who are invited and expected to travel on their trains."

The supreme court of the United States, in the case of *Covington Stock Yards Co. vs. Keith*, says:

"A railroad company as a carrier of live stock is obliged to provide necessary means and facilities for receiving live stock offered to it for shipment and for its delivery to the consignee * * * without charge for such facilities. * * * and when a railroad company does not provide suitable facilities for the delivery of live stock contracted to be carried by it, it may be compelled to deliver through facilities furnished by the consignee."

Of course the duty to provide suitable facilities for the receiving and delivery of grain would be as great as in relation to live stock, or any other kind of freight so commonly carried.

Chapter 77, section 10 of the acts of the Seventeenth General Assembly of this State, provides as follows:

"It shall be the duty of any railroad corporation, when within their power to do so, and upon reasonable notice to furnish suitable cars to any and all persons who may apply therefor, for the transportation of any and all kinds of freight, and to receive and transport such freight with all reasonable dispatch, and to provide and keep suitable facilities for the receiving and handling the same at any depot on the line of its road."

The duty of a carrier under the common law as to treating all of its employers as patrons alike or without any discrimination has been stated by Chief Justice Appleton of the supreme court of Maine, in language as follows:

"Common carriers are bound to carry indifferently within the usual range of their business for a reasonable consideration all freight offered and all passengers who apply. For similar equal services they are entitled to the same compensation. * * * They cannot legally give undue and unjust preferences nor make unequal and extravagant charges. Having the means of transportation they are liable to an action if they refuse to carry freight or passengers without just ground for such refusal. The very definition of a common carrier excludes the right to grant monopolies or to give special or unequal preferences. It implies indifference as to whom they may serve, and an equal readiness to serve all who may apply and in the order of their application."

By statute in this State it is also provided (chapter 28, section 4, acts Twenty-second General Assembly):

"It shall be unlawful for any common carrier, subject to the provisions of this act, to make or give any preference or advantage to any particular person, company, firm, corporation or locality, or any particular description of traffic, in any respect whatsoever, or to subject any particular person, company, firm, corporation or locality, or any particular description of traffic to any prejudice or disadvantage in any respect whatsoever."

With certain provisions not material in this connection.

Such being the duties of common carriers both under the common law and the statutes of this State, it is necessary, in order that the same be fulfilled or performed, that their station grounds, and the facilities furnished thereon, should be very largely, if not exclusively, under their own control and management.

The duty is primarily upon the defendant to furnish at the place in question all of the facilities there reasonably necessary "to promote the security, convenience and accommodation of the public." If the defendant company sees fit to entrust with the complainant, Wilson, or any other person, the privilege, or duty of furnishing any facilities there for buying, handling or shipping grain or other produce, it would certainly have the right to make the granting of the same subject to all legal and proper conditions and stipulations. The company could not be expected to furnish ground to an unlimited extent, or to a great number of persons. It is true that it has become a common custom with railroad companies in this State to grant such privileges as those asked for by the complainant in this case, upon the station grounds of such companies, where they own or control sufficient ground for such purposes, but it can hardly be claimed that such usage has as yet the force of law. The Commissioners are informed it is now almost universally the case that the ground so occupied for elevators, warehouses, etc., is leased to the occupant, and which lease is made subject to certain important conditions that the lessee is required to assent to before obtaining the privilege, in other words, the granting of the same becomes, or is to a certain extent, at least, a matter of contract or agreement between the parties, and not a right that can be claimed of the carrier by every person who desires to ship grain over its road by reason of any duty imposed upon it by law in its capacity as a common carrier. It is true that this Board has held that where such railroad company has at any of its stations granted such privileges, or facilities to one or more persons, it is its duty, in order to avoid the discrimination prohibited by statute to grant the same to other proper persons applying for the same, to the extent of the means at the command of the company reasonably so to do. To say, however, at a station where the company had never granted such a privilege to any person it should be compelled to adopt that same course, without any statute or any common law principle being cited or known to the Commissioners to justify such a ruling, would present a different question. The duty is upon the defendant, as before stated, to furnish the proper facilities, and no right has been created either by usage, contract, or statute, under which the complainant can demand what he asks for. The Commissioners, no more than the courts, can make law; they only attempt to construe or enforce rights already defined, provided for or established by the law. As the supreme court of the United States has said in what is known as the "Express Cases," where more than one express company sought and demanded the privilege of doing business over the same railroad at the same time:

"The regulation of matters of this kind is legislative in its character, not judicial. To what extent it must come, if it comes at all, from congress, and to what extent it may come from the states are questions we do not now undertake to decide; but that it must come when

It does come from some source of legislative power, we do not doubt. The legislature may impose a duty, and when imposed it will, if necessary, be enforced by the courts; but unless a duty has been created either by usage, or by contract, or by statute, the courts cannot be called upon to give it effect."

All of the authority granted to the Commissioners under the laws of this State, so far as the present case is concerned, is found in section 3, chapter 77, acts of the Seventeenth General Assembly, the material portion of which is as follows:

"Said Commissioners shall have the general supervision of all railroads in the State operated by steam, and shall inquire into any neglect or violation of the laws of this State by any railroad corporation doing business therein, or by the officers, agents or employees thereof and shall also from time to time carefully examine and inspect the condition of each railroad in the State and of its equipment, and the manner of its conduct and management with reference to the public safety and convenience. * * * Whenever in the judgment of the Railroad Commissioners it shall appear that any railroad corporation falls in any respect or particular to comply with the terms of its charter or the laws of the State, or whenever, in their judgment, any repairs are necessary upon its road, or any addition to its rolling-stock, or any addition to, or change in its stations or station houses, or any change in its rates of fare for transporting freight or passengers, or any change in the mode of operating its road and conducting its business is reasonable and expedient in order to promote the security, convenience and accommodation of the public, said Railroad Commissioners shall inform such railroad corporation of the improvements and changes which they adjudge to be proper by a notice thereof in writing," etc.

And in another statute enacted later provision is made for the enforcement by the courts of all such orders affecting public right, as are found to be reasonable and just, and in the refusal of compliance with any such orders the railway company is failing and omitting the performance of a public duty or obligation.

Under the power so granted to the Commissioners they might find or determine that it was the duty of the defendant to furnish the proper facilities to enable the public to avail itself of the services of the defendant as a common carrier. To hold, however, under all the circumstances as disclosed by the evidence in this case, that the said complainant has a right under the law, as now existing, to demand of the defendant the assignment to him of a certain portion of ground for the purpose of erecting thereon an office, cribs and warehouse, as asked for in his amended petition and that it is within the jurisdiction of the Commissioners to order or require the defendant so to do, would be going further than they feel justified in doing, and consequently they decline to make such an order.

The Commissioners are not prepared to say from the evidence that there would be sufficient grain shipments from said station or siding to make it incumbent upon the defendant to erect there a warehouse or elevator for the convenience or accommodation of the public, in relation to traffic in that community at present, but in the judgment of the Commissioners the defendant should build or erect at said place called Hill's Siding a depot building and platform, and also stock yards. Said depot or station building should not be less than thirty (30) feet in length and sixteen (16) in width, partitioned so as to have one room for passengers and one for freight. The room for passengers should be warmed and lighted for a half hour before the arrival and after departure of all trains carrying passengers. Said platform to be six feet wide and fifty feet long. The stock yards or pens should be large enough to hold two carloads of cattle or hogs and made into pens connecting with a chute, the pens not to be less than ten (10) feet wide and thirty-six (36) feet long. These, it is thought, may be placed on the present right of way without so obstructing it as to seriously interfere with its use for other purposes, without any relocation or readjustment of the defendant's present track or side tracks. If such is found not to be the case it is to so relocate and readjust said

tracks as to afford the said facilities, and the defendant is further to furnish upon reasonable notice, suitable cars to persons applying therefor, for the shipping and transportation of corn, grain, and other freight in carloads and so place the same upon the side tracks that the same can be readily loaded and unloaded.

The said defendant, the Burlington, Cedar Rapids & Northern Railway Company, is hereby informed that in the judgment of the Commissioners the said buildings and facilities are required at said place called Hill's Siding in order to promote the security, convenience and accommodation of the public, and the said defendant is hereby required to erect said buildings and stock yards and furnish said facilities within ninety days after being served with a copy of this order or requirement, and notice as by statute required.

Des Moines, Iowa, January 10, 1894.

STATEMENT
OF
CASES CLOSED BY CORRESPONDENCE.

STATEMENT OF CASES CLOSED BY CORRESPONDENCE.

McCord & Co. ET AL., STORM LAKE,
IOWA,

VS.

ILLINOIS CENTRAL RAILROAD COMPANY.

} Site for coal house.

On September 28, 1893, Messrs. McCord & Co., of Storm Lake, filed a petition with the Board asking the assignment of a site for a coal shed and a place to transact the coal business on the right of way of the Illinois Central Railroad at that place.

The petition recites in detail that the petitioners are citizens of Storm Lake and have for the several months last past handled and sold forty-nine cars of coal and that they are suffering great inconvenience by not having suitable conveniences such as are granted other business men engaged in similar business at Storm Lake. That they have made repeated requests and demands of the said Illinois Central Railroad Company for space and such other privileges as were granted other firms doing business of a like kind and that the said company have at all times refused and do yet continue to refuse to grant them the needed relief. On September 30th a copy of the petition was sent Mr. J. T. Harahan, second vice-president of the defendant railroad, requesting his consideration and such reply as he desired to file with the Commissioners. On November 10th Mr. Harahan replied "that it was not a question of persons who wanted sheds but of quantity of ground to be devoted to coal purposes. For the safety of our station buildings we intend to keep buildings on leased ground at least 100 feet away from them. That space had been allotted in the order in which application had been made until all ground was occupied which could be properly used for other purposes than that demanded for the safe and convenient operating of the road. That parties coming in to engage in branches of business now occupying the ground would be expected to buy out an old dealer." On November 18th Mr. Harahan filed a blue print of the grounds in question showing the location of buildings, etc., on said grounds and claiming "all available space is already covered by leases," and that "the company cannot be charged with unreasonable discrimination," as claimed in a letter of Messrs. McCord & Co. dated November 14th, a copy of which had been forwarded Mr. Harahan.

Soon after this correspondence, or on December 15, 1893, Mr. George Marshall, also of Storm Lake, filed his petition asking for a site for a coal shed, and in substance set forth that he was a dealer in lumber, lime, stone, stucco, wire, etc.; that he desired to deal in coal; that he had sold fifteen cars off the track; that

It was not a convenient way to handle coal, etc.; that he had applied to the Illinois Central Company for space; that they have replied to him that "in their judgment there are already dealers enough here." Mr. Marshall claimed this to be an unjust discrimination against him as a coal dealer, and asked the intervention of the Board for his relief.

On December 25 Mr. Harrahan was furnished with a copy of Mr. Marshall's complaint and requested to reply. On January 5, Mr. Harrahan not having replied to Mr. Marshall's complaint, the Commissioners again called his attention to the complaints of both Messrs. Marshall and McCord & Co., and from the blue print furnished suggested some locations specified on said print as a possible solution of the vexed question, to which, on February 5, Mr. Harrahan filed in substance much the same reply as had been made in his former communication, adding that "we find this company has done all which it should be required to do for the present in that direction."

After quite an amount of correspondence without arriving at any satisfactory results, the Commissioners deemed it advisable to visit Storm Lake and make an official and personal examination of the premises, and in accordance with this conclusion March 28th was set as the day for such examination, and all interested parties were notified thereof. Superintendent Dixon appeared on behalf of the railroad company. Messrs. McCord & Co., by their attorney, S. J. Moyer, and Mr. Geo. Marshall as the complainants, presented their side of the question.

After a thorough explanation by the parties of their wants, and as they thought their necessities, and a consultation with Superintendent Dixon, a satisfactory adjustment was made, whereby Mr. Marshall was permitted to erect a substantial coal house on or near the space already occupied by him as a lumber yard, and Messrs. McCord & Co. were assigned a space at the west end of what is known as the mill switch, with the agreement by Mr. Dixon for the company to extend the side track at any time to correspond with the extension of sheds made by Messrs. McCord & Co. In a subsequent communication from McCord he claims his frontage is north and will hence be annoyed very much with snow, etc., to which Superintendent Dixon replies on June 28th: "I was at Storm Lake yesterday and saw Mr. McCord and have got the matter satisfactorily arranged for his coal shed, by agreeing to put up a snow fence north of his location to protect him from the snow. We stand ready at any time to extend the side track when Mr. McCord is ready to extend his sheds." The prayer of the petitioners having been granted, and the difficulties having been satisfactorily adjusted, it may be considered that this case is closed.

CITIZENS OF CORNING, IOWA,

vs.

CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY.

Insufficient passenger train service.

On July 24, 1893, Mr. W. O. Mitchell and ninety-three other citizens of Corning, asked, by petition, that the Railroad Commissioners order the Chicago, Burlington & Quincy Railroad to furnish better passenger facilities for the public at the town aforesaid. The petition, without the names, is as follows:

To the Honorable Railroad Commissioners of the State of Iowa:

The undersigned would respectfully represent that fast train known as No. 2, on the Chicago, Burlington & Quincy railroad, passing Corning about 7:30 P. M., going east, makes no stop between Villisca and Creston, and we would respectfully petition and request that you take such action as will require said company to stop the said train at Corning, which is the county seat of Adams county. We would further represent that the said train is the only through fast train for Corning passengers for Chicago and points east, and that said Corning passengers are now compelled to take an earlier train to Creston and wait several hours for this train; believing it to be an injustice to the citizens of this county, as well as the traveling public, we respectfully petition that you make such order as will require the said company to stop said train.

The same day a copy was forwarded Mr. W. F. Merrill, general manager of the Chicago, Burlington & Quincy, asking him to give the matter attention and make such reply as he deemed proper in the case. A request was also sent Mr. W. O. Mitchell, asking for a detailed statement of the train service furnished the public at Corning, both in trains running east and west. About this time Mr. F. M. Davis, an attorney, directed a letter to the Board, saying: "The citizens have requested me to take care of their interests in the controversy, and I desire to say, we will send you several additional petitions signed by several hundred citizens, asking the stoppage of all passenger trains at Corning."

On August 5th Mr. W. F. Merrill filed the following reply to the petition sent him July 24th:

CHICAGO, August 5, 1893.

HON. W. W. AINSWORTH, Secretary Iowa Railroad Commissioners, Des Moines.

DEAR SIR: Referring to your communication about stopping No. 2 at Corning. No. 2 is an exceedingly heavy train. We have tried our best to see if we could lighten it up any by throwing traffic on to other trains, but there is a great deal of it that we cannot handle in any other way except by putting on extra mileage, which would be added expense to us of the cost of running a new train without any additional revenue, as we are obliged to run other trains to accommodate through and local business. If we stop No. 2 at Corning it will make it just so much harder to handle the train, for it is well known to you that the only way we can make reasonably good time with heavy trains is by cutting out stops. The grades on our lines in Iowa are so heavy that if we do not cut out the stops, we have to allow trains to run down hill faster than prudence would dictate to be advisable.

We aim at all times to give as good service as circumstances will allow to both local and through business. The conditions have been such that we have not seen our way clear to stop No. 2 at Corning, but a change in conditions has brought about an alteration in the time of another of our trains whereby we think we can serve Corning's interests. No. 6, which now leaves Omaha at 12:15 A. M., on the new card going into effect either on the 15th or 20th of August, will leave Omaha at 8:30 P. M. and will have a sleeper, arriving at Chicago shortly after noon the next day. This train we expect to stop at Corning on the new card.

I will say, however, that after the World's Fair business is over we will be compelled to take off some trains on account of decrease in business, and I cannot say whether we will then keep No. 6 on; nor can I see my way clear to make any promises that we will then stop No. 2 at Corning, and when you come to consider the extent and intricacy of our business, I think you will be satisfied with whatever we adopt.

Yours truly,

W. F. MERRILL,
General Manager.

August 5th Mr. Mitchell replied to the inquiry sent him, summing up by saying, "Our people feel that they ought to have at least two fast trains each way stop here. With the locals and Nos. 2 and 5 they would be well satisfied." Early in September the Commissioners were informed by private parties that Nos. 2 and 5 were regularly stopping at Corning, and October 5 the attention of Attorney Davis was called to the suggestion made by him "that the petition of several hundred citizens would soon be forwarded," etc., and also requesting him "if no further action is contemplated on your part kindly so inform the Commissioners in order that the case may be closed upon their records."

To this request no reply was made, and November 4th Mr. Davis was again requested "to give this matter your early attention," and under date of November 9th Mr. Davis writes: "The trains now stop at Corning as at other towns of its kind and the citizens are well satisfied." And in this satisfactory way the case is closed.

A. POFFINBERGER AND WM. WELP,

VS.

CHICAGO GREAT WESTERN RAILWAY
COMPANY.

Highway crossing.

On September 23, 1893, Messrs. Poffinberger and Welp, trustees of Logan township, in Marshall county, filed a complaint with the Board of Commissioners against the Chicago Great Western Railroad Company, alleging failure of said railroad company to open a certain county line highway, and to put in suitable conveniences over and across their right of way for the use of the public. The said complaint was accompanied with an agreement of Mr. M. C. Woodruff, a sub-official of said railroad, dated June 13th, in which he says: "The cattle guards, wing fences, and other crossing equipment, will be put in without delay."

After waiting more than three months for the needed work the trustees ask, by complaint and petition, that the defendant company be ordered and compelled to carry out the agreement heretofore made in good faith. On October 3d the substance of the complaint and also a copy of the argument of Mr. M. C. Woodruff, made June 13th, was sent Mr. J. M. Egan, president and general manager of defendant road, with a request that he give it immediate attention to which, on October 9th, Mr. Egan replied: "We have, by our assistant engineers, arranged with the trustees of Logan township to change the highway in question one hundred and fifty feet to the south, thus securing a more satisfactory crossing, etc."

This information was forwarded to the complainants, and on October 13th they replied: "Such an arrangement would be satisfactory, but nothing had yet been done," and further urged the necessity of immediate attention to the matter. On October 25th Mr. B. F. Egan, division superintendent, located at Des Moines, was requested to remove the source of annoyance by making such repairs and improvements as the public good demanded, to which he replied he would do so "within the next week." October 30th the complainants notified the Board that the crossing had been fixed to the entire satisfaction of the trustees, and the case is thus closed.

M. BECK, MANCUS,

VS.

ILLINOIS CENTRAL RAILROAD COMPANY.

Damage in transit.

September 20, 1893, Mr. M. Beck, of Remsen, filed a complaint with the Commissioners against the Illinois Central Railroad Company, which is more specifically set forth in the following extract from said complaint: "In the summer of 1890 I shipped one hundred and twenty-six tubs of butter from Remsen, Iowa,

to Memphis, Tennessee, which I had sold free on board at Remsen and billed direct to Memphis. The railroad agent at Remsen changed the consignment bill *vis Milan*, and at Milan the said butter was transferred from the refrigerator car in which it was originally shipped, to a common box car. The butter arrived in Memphis in bad order so that on the shipment I lost \$228. The railroad company have offered to pay a part of the loss only, and this I refused to accept because it was altogether the fault of the company in changing my butter from a refrigerator to a common car, hence I ask your help in this matter." On October 3d Mr. Beck was notified that "the shipments in this case are interstate in their character, a class of business over which this Commission has no jurisdiction, their authority being confined to shipments beginning and ending in the State of Iowa, but that through courtesy his complaint would be forwarded to the proper officials, and he would be advised of the reply."

On the same date the substance of the complaint was forwarded Mr. J. T. Harahan, vice-president of the Illinois Central, requesting him to file such answer, as he desired, to which, on October 25th, Mr. Harahan filed the following:

CHICAGO, OCTOBER 25, 1893.

W. W. Atsworth, Esq., Secretary of Board of Railroad Commissioners, Des Moines, Iowa:

DEAR SIR:—Referring to your favors of the 3d instant and more recent date, relative to the claim of Mr. M. Beck, for loss on butter shipped from Remsen, Iowa, to Memphis, Tennessee, as investigation of this matter develops the fact that this butter was shipped by this company without delay and in refrigerator cars properly loaded, to Milan, Tennessee, where it was turned over in good condition to the Louisville & Nashville railroad, and taken by them from there to Memphis. The investigation also discloses the fact that there was no delay in the movement over our line, but there was a delay at Milan, on account of Sunday intervening. We have always contended that they should pay this claim, which they have refused to do. We have finally paid it ourselves, and will undertake to collect it from them.

Although Mr. Beck claims to have sent in a bill for this loss soon after it was sustained, this company has no record of receiving it. Duplicates were requested and obtained October 7, 1892, and from that date to December 15, 1892, we were investigating the handling of the shipment over our line. On December 15th the papers were sent to Mr. Compton, of the Louisville & Nashville, who kept them until February 16th, when they were returned, asking for some previous tracing papers which were sent Mr. Bascom in 1890. All papers were again sent Mr. Compton, March 16th, who returned claim, declined, April 12th. Since that time we have been at work undertaking to get the matter straightened. As Mr. Beck has been paid, I suppose you will hear nothing further from him.

Yours truly,

J. T. HARAHAN,
Second Vice-President.

And as on November 2d, Mr. Beck notified this office his claim had been paid in full, the case is closed satisfactorily.

J. F. LEWIS, NEW HAMPTON, IOWA.

VS.

CHICAGO GREAT WESTERN RAILWAY
COMPANY.

Open farm crossing.

August 8, 1893, J. F. Lewis filed with this Board a petition for relief from certain abuses being practiced upon him by the defendant company. The petition sets forth the full description of eighty acres of land, located in Chickasaw county, owned by the plaintiff, and alleges that the defendant company has failed

to construct for him such crossings as are adequate for his use and convenience, and also that by the construction of this road in throwing up certain embankments across the said eighty acres of land, they had caused an unnatural overflow of water to the serious injury of the said plaintiff.

The petition was forwarded to Mr. J. M. Egan, general manager of the Chicago Great Western, asking his attention and such reply to the complaint as he might desire to file. On September 13th Mr. Egan filed the report of their chief engineer with a sketch of their line of road running through Mr. Lewis' land and with this report says: "We certainly shall refuse to drain the land or put in an open crossing as requested by Mr. Lewis." After quite an amount of subsequent corresponding, resulting in no satisfactory adjustment of the difficulty, the Commissioners notified the interested parties that on July 7, 1893, they would make an examination of the ground named in the complaint, and requesting them to be present.

Before the date for the examination arrived, to-wit: On July 1st Mr. Lewis filed in this office the statement that he had sold the land and did not care to push the case further, for which the case is closed.

W. W. CLAYPOOL AND OTHERS, SPENCER,
IOWA,

VS.

CHICAGO, MILWAUKEE & ST. PAUL
RAILWAY COMPANY.

Petition for station facilities.

On January 19, 1893, W. W. Claypool and ninety-two (92) other citizens of Summit and Meadow townships, in Clay county, filed their complaint with the Commissioners, claiming that the Spirit Lake branch of the Chicago, Milwaukee & St. Paul Railway, running north and south through said townships, was unjustly discriminating against them in refusing and failing to furnish suitable station facilities at a place known as "Hay Siding."

That the siding had been put in about five years ago; that it was located five miles from Spencer in one direction, and eight miles from Milford in the other direction. That since the establishment of said siding the same has been used for the loading of baled hay and other farm products, and also the getting on and off of passengers. That in all these five years the said railroad company has failed to erect any buildings for the accommodation of passengers or the security of freight, and that by such neglect the petitioners have suffered great personal inconvenience and pecuniary loss. The petitioners therefore pray the Commissioners to examine the location and investigate its needs and, if in their judgment the request is reasonable, that they order the said railroad company to cause to be erected such buildings, and grant such other facilities as the requirements of the public good demand.

On January 23d a copy of the petition was forwarded Mr. A. J. Earling, general manager of the Chicago, Milwaukee & St. Paul, requesting him to file his answer with the Commissioners at his earliest convenience, to which, on January 26th, Mr. Earling replied: "The location is such that we have decided objections to establishing a station there, owing to the fact that the ground is so low as to be almost inaccessible during wet weather. For this and other reasons, when it

becomes necessary to establish a station between Spencer and Milford, we shall want to locate it several miles north of Hay Siding."

A copy of Mr. Earling's answer was furnished Mr. Claypool on February 2d, and again on February 28th Mr. Claypool was requested to file his answer (if he so desired), to Mr. Earling's statement. On March 8th Mr. Claypool replied at length, renewing his former assertions of the imperative need of station facilities for the accommodation of the public, and praying that such relief be speedily granted them, as in the opinion of the Commissioners was just and equitable. Some subsequent correspondence followed, and on June 28th a notice was sent interested parties that, on July 6th, the Commissioners would visit the locality in question and make such examinations as to them seemed proper in the case.

On July 1st Mr. Claypool filed a letter with the Board, stating that "the railroad company have located a siding two miles north of the present location, and have the grading now done." And inasmuch as it would appear that such a location would reasonably well accommodate the petitioners, and is at the point satisfactory to the railroad company, it is considered this case is satisfactorily closed.

CITIZENS OF POTTAWATTAMIE COUNTY

VS.

OMAHA & ST. LOUIS RAILROAD COM-
PANY.

Defective highway crossing.

May 6, 1893, Mr. G. D. Wittland and fifty-three (53) other citizens of Lewis township, in Pottawattamie county, filed their complaint with this Board against the Omaha & St. Louis Railroad, claiming that the highway crossings, three in number, in Lewis township, and over the defendant's right of way, were entirely insufficient for the purposes for which they were made, and were dangerous to the passing public. They prayed the Commissioners to cause that both the grade and overhead crossing be placed in such condition as that the lives and property of the traveling public would not be in peril.

On June 8th, a copy of the complaint was sent Mr. E. M. Gault, general manager of the defendant road, asking for such a reply as he desired to file with the Commissioners.

On June 29th Mr. Gault replied, stating: "Our section men are now at work on the three grade crossings, and our bridge men have already repaired the under work of the overhead crossings, and are now getting out material for a new top on the same."

On July 5th the reply of Mr. Gault was transmitted to the complainants with the request that the Commissioners be informed of the progress or completion of the work, and on July 13th information was received from Mr. Wittland that the Omaha & St. Louis Railroad Company had completed the work on the crossings in a satisfactory manner, and the case is closed.

C. AULTMAN & Co., CEDAR RAPIDS,
IOWA,

VS.

*Refusal to switch and discrimination in
switching charges.*

CHICAGO & NORTHWESTERN RAILWAY
COMPANY.

On July 3d J. C. Pickering, of Cedar Rapids, Iowa, general agent for C. Aultman & Co., manufacturers of threshers and engines, filed a statement with the Board, setting forth in substance that the Chicago & Northwestern Railway Company was discriminating in its charges for switching; that they were charging the Chicago, Milwaukee & St. Paul Railway Company \$5.00 per car for switching and the Burlington, Cedar Rapids & Northern \$2.00 and \$2.50 per car; that the Chicago, Milwaukee & St. Paul in turn charged the Chicago & Northwestern \$2.00 and \$2.50 per car; that the Chicago, Milwaukee & St. Paul had refused to pay the \$5.00 switching charge, in consequence the machinery of complainant was standing on track, said machinery having been sold on the promise of delivery on July 1st, and that the complainant would, therefore, lose the sale on account of the Chicago & Northwestern holding the cars; that the complainant had a carload of machinery over the Burlington, Cedar Rapids & Northern which was turned over to the Chicago & Northwestern, and that they "even run it down as far as our transfer house, and after they got it into the warehouse they hitched to it and threw it back on the Burlington, Cedar Rapids & Northern road so that we cannot unload our goods at all. We have in the neighborhood of \$25,000 tied up on account of this trouble that we cannot move because of the discrimination of the Chicago & Northwestern in their switching charges. Will you be kind enough to take this up without delay, as it is now harvest, and delay means hundreds of dollars loss to us."

The case was at once laid before General Manager J. M. Whitman, and on July 6th the Board was informed by him that the matter had been referred to Third Vice-President W. H. Newman; the attention of Mr. Newman was called to the matter by the Board on July 12th. Nothing having been heard from him in the case, the Board telegraphed Mr. Pickering, on July 18th, inquiring whether the Chicago & Northwestern still refused to do switching complained of, and were informed by Mr. Pickering that they still refused to do the switching unless paid \$5.00 per car, in consequence of which a hearing was fixed by the Board to occur at Cedar Rapids at 2 p. m. July 23, 1893. On July 24th a communication was received from General Agent Pickering, stating that he withdrew the complaint against the Chicago & Northwestern, as the matter had been satisfactorily adjusted.

Des Moines, Iowa, July 28, 1893.

H. C. BROWN, DUMONT, IOWA.

VS.

Loss and damage to stock in transit.

CHICAGO GREAT WESTERN RAILWAY CO.

On September 7, 1893, the Commissioners received the following letter from Mr. H. C. Brown, of Dumont, Iowa:

DUMONT, IOWA, September 8, 1893.

To the Honorable Board of Railroad Commissioners:

GENTLEMEN—Monday, June 19, I shipped a car of hogs, fifty-two in number, from Dumont, on the Chicago Great Western, and about twenty miles east of Dumont, between Clarksville and Shell Rock, the train was wrecked and two other cars of hogs were mixed with mine, so the railroad company took possession of my hogs, and the next day, Tuesday, they shipped them from Shell Rock to Chicago and sold them and appropriated the proceeds of the sale to their own use. I started to Chicago on same train that took the hogs, and went Wednesday morning to the office of the Chicago Live Stock Commission Company, the commission firm that I had my hogs consigned to. They told me that they had not received any hogs from me. They had received a load of hogs from the Railroad Company and had to pay them for the hogs. I went to see Mr. Stahr, the Railroad Company's General Freight Agent for the eastern division. He told me that the wreck happened in the western division, and that my claim would have to be adjusted at St. Paul. He (Mr. Stahr) told me to go to the commission firm that I shipped to and have the bill made and bring it to him; he would forward to their office in St. Paul. I got the bill made and returned to him with it and told him of my immediate need of money and urged upon him the necessity of having my claim paid at an early date as possible. He told me there should not be any delay. I heard no more from them until the very last of June or the first of July, then agent at Dumont read a communication from their St. Paul office stating that the bill was not right, and requested him to get me to make a second bill. I did so and it was sent to their St. Paul office by their Dumont agent. I called at their Dumont office to hear from my claim. Their agent told me that he had written to Mr. Hoppe, the general freight agent at St. Paul, in regard to my claim, but had not received any reply. I wrote to Mr. Hoppe the 1st of August and told him that their keeping me out of my money was doing me a great damage, that I was unable to stand it any longer, and requested an immediate settlement, to which I have received no reply. In fact, the company have taken no notice of me in regard to my claim since I sent the bill the latter part of June, and it seems to me they do not intend to until they are compelled to do it. I think if an outrage after keeping me out of over \$1,000 of my money these times to compel me to take my claim to court and go to the expense of employing an attorney. Is there anything that you can do to assist me in the matter? If so, I shall be very grateful.

Very respectfully yours,

H. C. BROWN.

On the 8th of September, 1893, the matter was laid before the Chicago Great Western Railway Company for attention, but on September 9, a communication was received from complainant bearing date of the 8th, that he had received the amount due him from the Chicago Great Western Railway Company on his claim above referred to.

SANFORD HUMPHREY

VS.

Farm under-crossing.

CHICAGO, ROCK ISLAND & PACIFIC
RAILWAY COMPANY.

On June 3, 1893, Sanford Humphrey, of Jefferson county, filed a complaint against the Chicago, Rock Island & Pacific Railway Company, complaining that by him serious inconvenience and great pecuniary loss would be incurred by the filling up of certain trestle work on defendant's line of road where said road crosses plaintiff's farm on section 2, township 73, range 9.

In complainant's petition he further sets forth that the said trestle work or bridge is in width about twelve feet, and of sufficient height to make a suitable crossing and passage for his stock, whereby they may at will pass from the east side of his farm to the yards, buildings and water, which are located on the west side of said farm. He therefore prays this Board to intervene and prevent the defendant company from destroying his crossing by the filling up of said trestle work or bridge and making of it a solid grade.

On June 4th a copy of the complaint was forwarded to Mr. E. St. John, general manager of the Chicago, Rock Island & Pacific, and on June 5th Mr. St. John replied by saying that he had referred the case to Mr. Kimball, of Davenport, who had direct jurisdiction in the case, and had requested him to make a direct and speedy reply to this office. Under date of June 14th Mr. Kimball says: "Replying to yours of 4th inst. to Mr. St. John, general manager, relative to the closing of a cattle passage on land of Sanford Humphrey, in Jefferson county, I have to say, that after an examination of the premises we have concluded to put in masonry instead of iron pipe, and leave the passage-way for his stock under the railroad."

On June 21 a copy of Mr. Kimball's letter was forwarded Messrs. Leggett & McKenney, attorneys for Mr. Humphrey, with the request that they express their views as to the wishes and opinions of their client, and on June 24th they expressed their satisfaction and thanks for the amicable settlement of the case and it is thus considered closed by the Commissioners.

BENZ. CORSANT AND OTHERS, BAGLEY,
IOWA,

VS.

CHICAGO, MILWAUKEE & ST. PAUL
RAILWAY COMPANY.

Highway Crossing.

April 4, 1893, a petition signed by Benj. Corsant and forty-one others representing real estate owners and interested parties, was presented to this Board by Mr. Chas. Powell, of Guthrie Center, in which the petitioners ask for the raising and grading up to the bridge of the approaches to the high road over the railroad track two miles west of Bagley between sections 4 and 5 in Dodge township in Guthrie county. That the approaches to said bridge were in a dangerous and unsafe condition; that the Chicago, Milwaukee & St. Paul Railroad Company had been properly notified of the condition, which notice they wholly disregarded, for which reason the petitioners ask the aid of this Board in securing the relief they so much need.

On April 5 a copy of the complaint and the main features of the petition were sent Mr. A. J. Earling, general manager of the defendant road, to which on April 7th Mr. Earling replied "that the matter will have prompt attention."

April 11th Mr. Powell was notified of the substance of Mr. Earling's reply and requested to keep the Board advised as to the progress made on the repairs.

On May 5th inquiry was directed to Mr. Powell in regard to the progress being made in the case and after some correspondence of minor importance this office was notified "that the overhead crossing in question was properly repaired, that the telegraph wire had been raised to the required height," and for that reason the case may be considered closed to the satisfaction of all parties interested.

JOHNSON & ERICKSON, PICKERING,
IOWA,

VS.

CHICAGO, MILWAUKEE & ST. PAUL
RAILWAY COMPANY.

Obstruction of highway.

Under date of July 5, 1893, Mr. T. E. Erickson, of the firm of Johnson & Erickson, grain dealers of Pickering, submitted the following communication: "I wish to call your attention to the station of Pickering. I have been shipping grain from there, but now the railroad company have fenced us out so we cannot get there with a team. It is a junction point, and a post-office, and the nearest we can get to Pickering is a half mile. There has been an open road till June 11th, when it was closed. I wish you would give it prompt attention and let us know what we can do about it." In reply to this Mr. Erickson was asked to state "whether the road you claim has been closed is a legally established highway or whether it is simply a passageway along the right of way of the railway company in question. If the road has never been legally established, state how long the same has been used by the public as a road prior to its being closed by the railroad company; also state whether it is the Iowa Central or Chicago, Milwaukee & St. Paul Railway Company that has closed the road," to which Mr. Erickson replied on July 7th:

"The road is not a legally constructed highway, but only a passageway along the right of way of the Chicago, Milwaukee & St. Paul Railway. It is from sixty to one hundred feet from the track, but is on the company ground and has been used as a roadway for eleven years."

The substance of the complaint was forwarded Mr. A. J. Earling, general manager of the Chicago, Milwaukee & St. Paul Railway, who filed with the Board the following reply:

CHICAGO, July 20, 1893.

MR. W. W. AINSWORTH, Secretary Board of Railroad Commissioners, Des Moines, Iowa.

DEAR SIR: Referring to your letter of the 12th inst., the land used as a driveway by Messrs. Johnson & Erickson at Pickering, Iowa, is the right of way and private property of this company. It was fenced a short time ago because there was danger of cattle getting upon the track. If a highway is necessary at that point, I do not see why we should be called upon to furnish it. Yours truly,

A. J. EARLING,
General Manager.

A copy of Mr. Earling's reply was forwarded Mr. Erickson, and on August 25th Mr. Erickson was advised that "if there is no legal highway either by user-dedication or by reason of having been properly established by the proper county authorities at the place you refer to in your complaint the Board of Railroad Commissioners would not be the proper tribunal to afford you relief in the matter. * * * If it is necessary to lay out or establish a highway the board of supervisors of your county would be the proper officers to take action in the matter."

And for this reason the case is considered closed as before the Commission.

DR. L. C. S. TURNER AND E. C. KIMBALL, COLFAX, IOWA,

VS.

CHICAGO, ROCK ISLAND & PACIFIC RAILWAY COMPANY.

Obstruction of street crossing.

On December 27, 1892, Dr. L. C. S. Turner and E. C. Kimball wrote the Board that a large portion of trade and travel to Colfax came from the north, and that the Chicago, Rock Island & Pacific Railway Company frequently closed the crossing for from ten to twenty minutes, and that this occurred so often as to be a burden that the people should not be required to bear. The attention of the superintendent of the Iowa lines was called to the complaint, and admitted in the main the blocking of the streets, although he questions the length of time.

On January 26th the Board wrote Mr. Turner that the city authorities of the town of Colfax were the body properly having jurisdiction of the streets, and that an ordinance properly enacted and enforced would remedy the trouble, if not remedied by the company after having attention directed to it by the Board.

MARK BUTT AND OTHERS, HARVEY, IOWA,

VS.

WABASH RAILROAD COMPANY.

Station facilities.

On December 5, 1892, Mark Butt and others wrote the Commissioners that the Wabash Railroad Company had no platform at Harvey, and that it was difficult to get on and off the cars; that the agent is not at the station except about five minutes before the train is due, and passengers waiting for trains have no protection from rain or storm; the matter was referred to Chas. M. Hayes, general manager of the road at St. Louis, on January 9, 1893. Mr. Hayes replied that the station at Harvey was a joint station with the Chicago, Rock Island & Pacific, and that he had been delayed from the fact that any arrangement required the concurrence of that company. On January 16th Mr. Hayes wrote the Board that the depot was operated by the Chicago, Rock Island & Pacific, and the superintendent had agreed that the agent should open the house in time for the passenger train; he had given instructions to have a cinder platform made for the use of passengers getting on and off trains. On January 30th Mr. Butt writes that the agent had been removed and a man put in charge that was disposed to accommodate the public; he further expresses the hope that the platform will be put in as promised by Mr. Hayes. When this is done the cause of complaint will be removed.

J. W. BEEBE, TALMAGE,

VS.

CHICAGO GREAT WESTERN RAILWAY COMPANY.

Overflow.

On September 16th, 1892, J. W. Beebe, of Talmage, Iowa, filed with this Board a complaint against the Chicago Great Western Railway, charging them with neglect

in caring for the waste water from their tank at Talmage, alleging that the same ran across his land to his serious detriment. A copy of the complaint was forwarded to Mr. J. M. Egan, president of said road, who in reply promised to have the matter looked into without delay.

From subsequent correspondence the matter seems to have been referred to Mr. Fernstrom, the chief engineer of the road, with instruction to make such drainage by laying tile and constructing ditches as shall relieve Mr. Beebe from further trouble.

A part of said work was accomplished before the ground became frozen and Mr. Fernstrom's letter is on file with these papers agreeing to cause the completion of the work as soon as the ground is in suitable condition to be worked in the spring and when this agreement is fulfilled the case will be considered closed.

H. L. TAYLOR, EAST PERU, IOWA.

VS.

CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY.
CHICAGO GREAT WESTERN RAILWAY COMPANY.

Overcharge.

In December, 1893, H. L. Taylor called the attention of the Commissioners to an overcharge from Houghton to Peru, on a car of emigrant movables, containing among other things four horses and twenty-five sheep. The car went from Houghton to Des Moines over the Chicago, Burlington & Quincy Railroad, and from Des Moines to Peru over the Chicago Great Western. After examination the board concluded that the charges over the latter road were practically the rates of the Iowa tariff. The complaint was sent to Mr. Miller, general freight agent of the Chicago, Burlington & Quincy, and on January 28, Mr. Miller notified the board that there was an overcharge of \$21.93, which would be refunded on return of the papers.

HENRY WALKER AND OTHERS, RIVER JUNCTION, IOWA,

VS.

BURLINGTON, CEDAR RAPIDS & NORTHERN RAILWAY COMPANY.

Change in name of station.

On February 21, 1893, a petition was received by the Board signed by Henry Walker and fifty-one others, residents of River Junction, Johnson county, Iowa, which stated in substance that the "village of River Junction was laid out, platted and named by the Burlington, Cedar Rapids & Northern Railway Company, and that since that time the company had changed the name of the station, and that the name now appeared upon the folders and time cards of the company as Iowa River, the name of the town and postoffice remaining as the company originally made it; that the double name led to confusion and trouble with passengers, freight and mails;" the petition closing by requesting the Commissioners to

require the company to comply with the provisions of chapter 26, acts of the Twenty-fourth General Assembly. The matter was taken up by the Commissioners with the railroad company, and on the 28th of February Assistant Superintendent Brady informed the Board that the change requested by the petitioners would be made when the next time card was issued.

CROOKED CREEK RAILROAD COMPANY,
CHICAGO & NORTHWESTERN RAILWAY
COMPANY,
ILLINOIS CENTRAL RAILROAD COMPANY.

*In matter of union depot at Webster
City, Iowa.*

On November 11, 1892, by request, the Commissioners addressed letters to Walter C. Wilson, manager of the Crooked Creek Railroad Company, C. A. Beck, general manager of the Illinois Central, and J. M. Whitman, general manager of the Chicago & Northwestern, asking them whether a joint station at the crossing of the Illinois Central and the Chicago & Northwestern would not be advantageous to the public, the railway companies and to those wishing to transfer. Mr. Wilson answered that he thinks it would. Mr. Whitman, for the Chicago & Northwestern, thinks it would inconvenience the town and the railroad, though it might be a convenience to travelling salesmen. Mr. Harahan, of the Illinois Central, thinks a joint station at the crossing would be a decided disadvantage to the business part of town and an expense to the railway companies without any return. No further action is at present proposed.

S. G. CARLSON, STRATFORD, IOWA.

VS.

CHICAGO & NORTHWESTERN RAILWAY
COMPANY.

Rental for portion of station grounds.

On December 21, 1892, S. G. Carlson, of Stratford, Iowa, wrote the Commissioners asking whether the Chicago & Northwestern Railway Company could collect a rental of five dollars per annum for the use of ground for a track scale on their depot grounds. It would seem that since 1890 the scales had been used and occupied without rental being paid the company. The Commissioners made some inquiries as to the nature of the lease or permission by which the grounds were occupied, which were answered on January 19, 1893, by letters from Mr. Carlson that when the lease was received, if in accordance with the agreement, all questions would be settled, if not the Board would hear from him again.

E. S. OVERHOLT, WYOMING, IOWA.

VS.

CHICAGO & NORTHWESTERN RAILWAY.

Claim for an under-crossing.

The above complaint was filed April 7, 1893, by E. S. Overholt, of Wyoming, setting forth as a reason for his claim the fact that the railroad so crosses his farm as to place his feed yards, well, tank, etc., on the south side of the railroad, while his pasture is on the north side of respondent's tracks. That his present grade crossing is unprovided with cattle guards and is wholly inadequate for the purposes for which it was intended, causing him a great amount of labor and trouble in transferring his stock from pasture to water and returning again to the pasture. In consequence of the serious inconvenience he is sustaining he prays the Commission for an order compelling the company to put in an underground crossing inside of thirty days.

A copy of the complaint was forwarded to Mr. J. M. Whitman, general manager Chicago & Northwestern Railway, requesting him to file with the Board such a reply as he might deem advisable in the case. On May 2, Mr. Whitman replied: "This is the first time the matter has been brought to my attention and I think we will be able to adjust it to Mr. Overholt's satisfaction."

This reply was forwarded to Mr. Overholt with the request that he kindly keep the Commissioners advised as to the progress made in the construction of the desired crossing, and on June 30th Mr. Overholt writes: "The company have made the crossing deep enough, have put in stone and covered it with cinders the whole way across the right-of-way which makes it about as good as can be." From the above it may be considered that this case is closed.

GEO. J. REED AND C. A. SNOW, LIME
SPRINGS, IOWA.

VS.

CHICAGO, MILWAUKEE & ST. PAUL
RAILWAY COMPANY.

Station accommodations.

On January 31, 1893, Messrs. Geo. J. Reed and C. A. Snow, of Lime Springs, Iowa, filed a complaint with the Board regarding insufficient accommodations for passengers taking night trains on the Chicago, Milwaukee & St. Paul at that point, and stating that there was "absolutely no accommodations provided for persons arriving and departing on night trains at this point, and we would respectfully ask your Commission to issue an order that the company open the doors to their waiting room, and also that the same be suitably warmed and made comfortable." The matter was immediately taken up by the Board with the company, and on February 15th General Superintendent W. G. Collins advised the Commissioners as follows: "We have arranged to have the waiting room of the Lime Springs depot opened, warmed and lighted for night passenger trains." On February 28th the Commissioners made inquiry of complainants as to whether the provisions above referred to had been carried out, and on the 28th of that month complainants wrote the Board as follows: "We have no further complaints, and find that our station is now open for night trains."

J. D. MALONE AND OTHERS, SANTIAGO,
IOWA,

VS.

CHICAGO, ST. PAUL & KANSAS CITY
RAILWAY COMPANY.

Depot.

On July 2, 1892, J. D. Malone and thirty-six others filed a petition with the Railroad Commissioners, asking that the Chicago, St. Paul & Kansas City Railway Company be required to erect and maintain a suitable and comfortable passenger and freight depot for the convenience and business of the public at Santiago, Polk county, Iowa. With this was a statement of grain shipments for the years 1890 and 1891. On August 23d Mr. Egan, president of the railway company, in reply to the Board, says that he will endeavor to get authority to erect a station building at Santiago, and on October 5th he writes that he has ordered the construction of the building, and on December 17th the complainant, J. D. Malone, writes that the depot is all right and satisfactory.

GEO. AND CHAS. TUNNICLIFFE, BING-
HAM, IOWA.

VS.

OMAHA & ST. LOUIS RAILWAY.

Petition for open farm crossing.

On October 19, 1893, the Messrs. Tunnicliffe filed with the board the following petition, copy of which was forwarded to receiver J. F. Barnard, on October 21, 1893:

BINGHAM, IOWA, October 17, 1893.

To the Honorable Board of Railroad Commissioners, Des Moines, Iowa:

GEO. TUNNICLIFFE AND CHAS. TUNNICLIFFE,

VS.

OMAHA & ST. LOUIS RAILWAY.

Petition.

Your petitioners state that they own and control for farming purposes, the east one-half (½) of the southwest one-quarter (¼) of section twenty-six (26), township sixty-nine (69), north of range thirty-nine (39), west fifth (5) P. M., situated on the line of the Omaha & St. Louis Railway, one mile northwest of Bingham, Page County, Iowa.

That said railroad passes across said described land, cutting off twenty acres upon which are situated the house and barns and the other buildings of the plaintiff.

That said plaintiffs are compelled to drive their stock and haul their grain across the tracks of the said railroad company. That said railroad company refuse to keep and maintain proper and adequate crossings, greatly to the damage of the plaintiffs, although often notified by said plaintiffs of their dangerous condition; that said company refuse to maintain proper fences along their right of way across said premises, or to maintain proper cattle guards or fences at crossing on the said land of said plaintiffs; that said plaintiffs have sustained loss by reason of said company's neglect, for which said company refuses to pay. Wherefore your petitioners pray that said Omaha & St. Louis Railway be compelled to establish adequate crossings, fences and cattle guards along the land of said plaintiffs.

(Signed)

GEO. TUNNICLIFFE,
CHAS. TUNNICLIFFE.

Sworn to by Chas. Tunnicliffe, October 17, 1893.

On December 1, 1893, the Commissioners were notified that the railway company had so far complied with the request of complainants that the case could be closed.

R. R. ROBBINS, HERNDON, IOWA,

VS.

CHICAGO, MILWAUKEE & ST. PAUL
RAILWAY COMPANY AND DES MOINES,
NORTHERN & WESTERN RAILWAY
COMPANY.

Depot facilities.

On January 3, 1893, Mr. R. R. Robbins, of Herndon, filed with the Board a complaint of the condition of the depot at the junction of the Chicago, Milwaukee & St. Paul and Des Moines, Northern & Western railways at that point, complaining, among other things, that the "passenger room is not half large enough for the convenience of the traveling public. The freight room is not one-fourth large enough for the freight that comes to this place, and many other features connected with the freight room are not what they ought to be. The above are facts. Please give this your personal attention." A copy of the foregoing communication was forwarded to General Managers A. J. Earling, of the Chicago, Milwaukee & St. Paul, and L. M. Martin, of the Des Moines, Northern & Western. On January 18th General Manager Martin filed the following reply:

DES MOINES, IOWA, January 12, 1893.

"Hon. W. W. Atsworth, Secretary of the Board of Railroad Commissioners, Des Moines, Iowa:

DEAR SIR—Replying to your favor of the 3th inst., enclosing copy of complaint from Mr. R. R. Robbins, of Herndon, in regard to size and condition of depot at that station.

Considerable talk has been had between the Chicago, Milwaukee & St. Paul Railway officials and ourselves in regard to this station—it being a joint one—but as yet we have not decided just what is best to be done. It has served our purpose quite commodiously and comfortably for a number of years, and cannot agree with Mr. Robbins that there is any immediate necessity for a radical change. However, we will confer with our associates again and it may be that we can arrange to make some changes when warm weather comes and we are working on our station buildings. Trusting that this will be satisfactory to your Board. I remain

Very respectfully yours,

L. M. MARTIN,

General Manager D. M. N. & W. Ry Co."

On the 18th of January the following answer was received from General Manager Earling:

"CHICAGO, JANUARY 17, 1893.

Mr. W. W. Atsworth, Secretary Board Railroad Commissioners, Des Moines, Iowa:

DEAR SIR—In reply to yours of the 5th, I beg to say that I am in communication with the Des Moines, Northern & Western Railway in reference to the extension of the freight and passenger rooms at Herndon, and will advise you as soon as a decision is reached.

Yours truly,

A. J. EARLING,
General Manager."

On March 10, 1893, Mr. Earling again addressed the Board:

"W. W. Atsworth, Secretary Board Railroad Commissioners, Des Moines, Iowa:

DEAR SIR—In further reply to your communication of January 5th, in reference to depot facilities at Herndon, Iowa, I beg to advise that arrangements have been made between the two companies to provide additional room within the next few months.

Yours truly,

A. J. EARLING,
General Manager."

On May 27, 1893, Mr. F. C. Hubbell, superintendent of the Des Moines, Northern & Western, wrote the Board as follows:

"Hon. W. W. Atsworth, Secretary Board Railroad Commissioners, City:

DEAR SIR—Replying to yours of the 25th, in reference to complaint of R. R. Robbins and others, asking for better facilities at joint station of Herndon, beg to advise you that the

plans have been prepared and approved by both the Chicago, Milwaukee & St. Paul and our own road, and the work of building the depot has been arranged for."

While no formal statement to that effect has been filed by complainant, yet the Board understand the above arrangement to have been carried out, and that the complaint is satisfactorily adjusted.

THOMAS BURNS, BREDA, IOWA,

VS.

CHICAGO & NORTHWESTERN RAILWAY COMPANY.

Claim on account of passenger ticket.

On July 8, 1893, the Commissioners received the following communication:

BREDA, IOWA, July 7, 1893.

"Iowa Railroad Commissioners, Des Moines, Iowa:

GENTLEMEN:—I wish to inform you of some trouble I have had with the C. & N. W. Ry. in regard to a ticket. I had a boy at Iowa City wishing to come home. I told the agent at Breda to have the agent at Iowa City give him a ticket to Breda, that is \$6.85, and that I would pay it. The boy never got the ticket, but in the meantime the agent at Iowa City had it charged to the agent at Breda, and I paid it. When I found out the boy never got it I informed the agent here and he asked the agent at Iowa City, but he never answered; so our agent here informed the general ticket auditor and he never replied, so I wrote to him myself and did not get a reply. This was on the 12th of June. The agent here was notified by me on the 3d day of May. So you see I can do nothing with them. I wish you would look the matter up and oblige,

Respectfully yours,
THOS. BURNS.

The matter was laid before General Manager Whitman, of the Chicago & Northwestern, and by him referred to General Passenger Agent Thrall of that company. Before the reply of the latter was received the Commissioners were informed by complainant that he had received the amount claimed by him from the company.

A. H. MILLER, MELBOURNE, IOWA,

VS.

CHICAGO, MILWAUKEE & ST. PAUL RAILWAY COMPANY.

Refusal to switch cars.

On June 22, 1893, the Board received the following complaint:

MELBOURNE, IOWA, June 21, 1893.

"Iowa State Railway Commissioners, Des Moines:

GENTLEMEN:—The following is a copy of a letter received from Supt. Goodnow, of the Chicago, Milwaukee & St. Paul, to their agent here:

"Hereafter we will not switch coal for the Chicago Great Western Road to either the tile kiln or the sheds located on our tracks. We will continue to switch lumber at the rate of \$2.00 per car. As already instructed, their engines must not enter upon our track; cars must be left on Y track to be handled by our engine. You will advise agent of the Chicago Great Western Road accordingly."

This order will completely kill our coal trade and injure our other business in proportion. Have they the authority to make this order, and are they not obliged to take cars from the Chicago Great Western Road? Please investigate the matter and let me hear your opinion soon.

Respectfully,

A. H. MILLER."

This letter was acknowledged on the same date and immediately taken up with General Manager Earling, of the respondent company, who replied under date of July 3d, as follows:

CHICAGO, July 2, 1893.

MR. W. W. AINSWORTH, Secretary of the Board of Railroad Commissioners, Des Moines, Iowa:

"DEAR SIR:—Replying to your letter of the 27th ult., in reference to switching matters at Melbourne, Iowa, it seems that in giving the order to exclude the engines of the Chicago Great Western road from using our tracks there was a misunderstanding in regard to the switching of coal from the Chicago Great Western Road to the coal sheds located on our track. Instructions have been given to switch coal, as well as lumber, from the tracks of the Chicago Great Western Road to the coal houses and lumber yards located on our tracks.

Yours truly,

A. J. EARLING,
General Manager."

Complainant was furnished with a copy of above statement and on July 8th acknowledged satisfactory adjustment of the complaint.

FRANK LEIMKUEHLER, MOSCOW,

VS.

CHICAGO, ROCK ISLAND & PACIFIC RAILWAY COMPANY.

Insufficient train service.

On March 23, 1893, Mr. Frank Leimkuehler, of Moscow, addressed the Board as follows:

MOSCOW, IOWA, March 22, 1893.

"To the Honorable Board of Railroad Commissioners, Des Moines, Iowa:

SIR:—We have tried for a year to get the Chicago, Rock Island & Pacific Railway to stop No. 1 going west in the evening at 9 o'clock for us, but we have failed, and therefore I would kindly request you to look into the matter, and if possible have that train stopped, if only when flagged. We can get out here all right in the morning, but we cannot get back in the evening. If it is necessary to have a petition kindly inform me and we will have one signed by the whole town and township."

A copy of this statement was forwarded General Manager E. St. John, whose answer closes the case:

CHICAGO, April 3d, 1892.

"MR. W. W. AINSWORTH, Secretary, Des Moines, Iowa:

DEAR SIR:—Your recent communication enclosing a letter from Mr. Frank Leimkuehler, complaining because we did not stop our number one at Moscow, was duly received, and the same has been a matter of investigation, and it has been arranged that under our new time card, which goes into effect May 7th, number one will stop on signal at Moscow. This will meet the wishes of complainant, as stated in his communication of March 22nd, and to that extent we are very glad to comply with his wishes.

Very truly,

E. ST. JOHN."

Mrs. E. McCracken, Thornburg
Iowa,

vs.

Burlington, Cedar Rapids & North-
ern Railway Company.

Stock killed.

On December 19, 1892, the Commissioners received the following communication from Mrs. Eliza McCracken, of Thornburg:

THORNBURG, IOWA, December 17, 1892.

"To the Honorable Board of Railroad Commissioners, Des Moines, Iowa:

On November 10, 1892, one of the trains on B., C. R. & N. Ry., killed two of my sheep valued at \$8.00. Notice was served on the company's agent at Thornburg (verbally) on the same day. The railway company has failed to adjust the same. If the company had fenced their track according to the terms of the contract in right of way deed the accident would not have happened. I respectfully ask your Honorable Board to notify said company to adjust the same. Also to fence their track according to contract. Enclosed please find copy of right of way deed and recorder's certificate.

N. B.—My husband James McCracken is deceased. The estate was settled according to law. Hon. T. E. Johns, Keosauqua, Iowa, was administrator.

Respectfully,

ELIZ McCracken."

This communication was laid before President Ives of that company and on January 12, 1893, General Agent W. P. Brady, filed the following which closes the case:

CEAR RAPIDS, IOWA, January 12, 1893.

"Mr. W. W. Ainsworth, Secretary Board of Railroad Commissioners, Des Moines, Iowa:

DEAR SIR.—Referring to the attached papers I would say I have this date sent a check and voucher in favor of Mrs. Elizabeth McCracken for \$8.00 to pay her for two sheep killed near mile post 86, of our Muscatine division, November 10th last, by one of our freight trains.

Hoping that this action will meet with the approval of the Board I remain,

Yours truly,

W. P. BRADY,
General Agent."

Dr. S. S. White, Creston, Iowa,

vs.

Chicago, Burlington & Quincy Rail-
road Company.

Farm under-crossing.

Des Moines, October 16, 1893.

W. F. Merrill, General Manager Chicago, Burlington & Quincy Railroad Company, Chicago, Ill.:

DEAR SIR.—This board is in receipt of the following communication from S. S. White, M. D., of Creston, Iowa, dated October 13, 1893:

"I will be largely damaged by the filling in of a road under the Chicago, Burlington & Quincy track, situated on my farm, located about three-fourths of a mile east of Cromwell, in Union county, Iowa. The location or lay of the land is such that an over-crossing cannot be constructed without a serious damage to me. I will give you a diagram on the outside of this paper that may give you a more correct idea than I can in words; as the company is filling such places fast they may soon reach this, so please give this your attention and answer."

The diagram referred to shows that about ninety-four acres of this land is upon the north side of the railroad track and about sixty acres on the south side. Running along the south line of this tract of land is the public highway. Where Dr. White's under-crossing is now located it is shown by diagram that the track is "about twenty feet" higher than the bed of the crossing. Complainant adds: "The crossing as it is could be no better, as the ground is

level and track high enough to allow loads of hay or any other load to pass under without trouble. Please consider my condition."

Will you kindly give this matter your early attention, investigation and answer?

W. W. AINSWORTH,
Secretary.

BY ORDER OF THE BOARD.

To the above letter General Manager Merrill sent the following reply, a copy of which was forwarded to complainant:

CHICAGO, October 28, 1893.

"Mr. W. W. Ainsworth, Secretary, etc.:

DEAR SIR—I have your letter of the 16th about the complaint of Dr. White, of Creston, that his property would be injured by filling a bridge about three-fourths of a mile east of Cromwell. We have looked into this matter and arranged to leave an under-crossing at this bridge—401 A.

Yours truly,

W. F. MERRILL,
General Manager."

CITIZENS OF APLINGTON,

vs.

ILLINOIS CENTRAL RAILROAD COM-
pany.

Insufficient train service.

On November 5th the following petition was filed in this office:

APLINGTON, IOWA, November 4, 1893.

To the Honorable Board of Railway Commissioners, Des Moines, Iowa:

"GENTLEMEN—Your petitioners respectfully call your attention to the fact that by a recent change of schedule of the Illinois Central Railroad Company, the town of Aplington, Butler county, Iowa, has been left without sufficient railway facilities to accommodate the traveling public. For the last twenty-four years we have had a night service for passengers both ways, which now have been stopped, and no other trains to take their place. We believe the Illinois Central Railroad Company owes us a better service, and ask you to investigate this matter at once and give us a hearing.

(Signed)

A. M. WHALEY,
Banker and Grain Dealer.
C. J. FLYPATRICK,
Postmaster.

F. B. ROYCE,
Lands, Loans and Insurance.
And thirty-one others."

On November 5th a copy of the above was sent Mr. J. T. Harahan, second vice president of respondent road, asking his attention and consideration of the request; to which, on November 8th, Mr. Harahan replied: "I will have the matter investigated at once and advise you later concerning it."

November 18th this office was in receipt of the following letter from Mr. Blackmore, whose name did not appear in the original petition:

APLINGTON, BUTLER COUNTY, IOWA, November 17, 1893.

Railroad Commissioners, Des Moines, Iowa.

"GENTLE: Two weeks ago I forwarded you per mail a list of our principal business men's names attached to a petition praying for your relief. The Illinois Central Railroad Company have discontinued our night passenger service and give us only one train each way per day (for passengers). The regular night service we have had for over twenty-four years and its trains are a necessity for successful competition with surrounding towns. The company have been threatening to discontinue this place as a night station at odd times by a number of years and we were once before compelled to ask you for relief which you gave us by entering our station house to be kept open nights. The company will not stop trains here at

night to receive passengers and compel passengers to get off its trains at Ackley and Parkersburg that are ticketed to this place. During the last ten days at two different times ladies ticketed for this place were compelled to leave the train at Parkersburg at 3 A. M. and wait until noon before they could finish their journey. Parties in the country coming in to meet passengers from Illinois and Wisconsin have had to wait here over nine hours for the next train. All this bother and trouble that we have been put to is unequalled for and unjust and is done in an arbitrary manner by the company without notice and disregarding all our protests. East of Waterloo and west of Fort Dodge the company have three trains each way each twenty-four hours, but between Waterloo and Ft. Dodge they have only one train each way. The company claim to be compelled to drop small towns in order to make fast time. Their schedule shows that between Sioux City and Chicago they have shortened the time fifteen minutes only. Your answer to petition was to A. M. Whaley, the first name on petition, said "that Mr. Harahan would investigate this matter." Mr. Harahan is the man that ordered this change of which we complain. We can not surrender our rights. Over twenty-four years we have had a regular night and day service each way and we cannot now allow ourselves to be robbed by an exacting company to save fifteen minutes time in a run of over five hundred miles. We must not be at the mercy of such unreasonable officers that care for no one's rights.

E. L. BLACKMORE,
Mayor."

On November 23d the attention of Mr. Harahan was again called to his promise of November 10th, "To investigate and report," and a copy of Mr. Blackmore's letter forwarded him. On December 2d, Mr. Blackmore becoming restless under what seemed to him unnecessary delay wrote Governor Boies much the same as he had written in his recent communication to the Board. The Governor's secretary turned the letter over to the Board for consideration, and the following communication was sent Mr. Blackmore:

DES MOINES, December 6, 1893.

E. L. Blackmore, Mayor of Applington, Iowa:

DEAR SIR:—On November 6, 1893, a petition was received from Applington, Iowa, signed by A. M. Whaley, C. J. Fitzpatrick, F. B. Royce and thirty-one others, among which your name does not appear, relating to the matter of additional train service on the Illinois Central for the station of Applington. Upon receipt of this communication it was acknowledged to the first signer, Mr. A. M. Whaley, banker and grain dealer, and a copy thereof laid before Second Vice-President Harahan, of the Illinois Central, it being the custom, as well as the duty of the Commissioners, in all cases of this character, to afford all parties in interest a proper hearing.

On November 9th Mr. Harahan advised the Commissioners he would "have this matter investigated at once and advise you later concerning it." On November 10th "A. M. Whaley and other petitioners," were notified of Mr. Harahan's reply. On November 15th, your own communication was received, presumed to be supplementary to the above, and was accordingly forwarded to Mr. Harahan for attention. Both at the time and since your communication was filed, this Commission, with all of the office force, has been engaged in preparing its sixteenth annual report, which report, the statute provides, must be filed with the governor on the first Monday in December.

Mr. Harahan has again been asked to file his reply with the Board, upon receipt of which a copy will be furnished you, and, if necessary, hearing will be set in the case and ample notice of which sent to all parties at interest.

BY ORDER OF THE BOARD.

W. W. AINSWORTH,
Secretary.

On December 12, Mr. Harahan filed his formal reply to the petitioners, and also to Mr. Blackmore, as follows: "I would say that trains No. 1 and 2 are fast vestibuled trains with which it is of prime importance we should make such fast time between Chicago and Sioux City that it is impracticable to stop them at such stations as Applington. The fast trains, moreover, pass that station at unreasonable hours of night, at which it is not at all probable there would be any passenger business to or from the place."

Under date of December 14, the reply of Mr. Harahan was forwarded Mr. Blackmore, to which he made an extended reply, reaffirming the injustice that

was being heaped upon the citizens of Applington, and asking that "a hearing might be given them, at which time we wish to introduce evidence to substantiate our charges, and hope your honorable body will give us a fair and speedy hearing."

On December 20, in accordance with this request, and in order that the Commissioners might arrive at a satisfactory solution of the difficulty, Thursday, January 4, was set as the time when, and Applington as the place where, a hearing would be had, and the interested parties notified thereof, but on December 29, Vice-President Harahan wired this office as follows: "It will not be necessary to have the hearing at Applington on January 4th, as per your letter of 20th; we are making a new time table to take effect next Sunday, and under changed conditions will make Applington a flag stop for trains one and two."

Upon the receipt of this decision from Mr. Harahan, a copy of same was sent Mr. Blackmore as mayor of and agent for the citizens of Applington, and the case is considered closed.

DUBUQUE & SIOUX CITY RAILROAD COMPANY.

Authority for the condemnation of additional grounds at Ehler Station:

On request of the Dubuque & Sioux City Railroad Company, the Board fixed July 25, 1893, to look over the ground at Ehler Station to determine whether the company should be permitted to condemn a strip of land three hundred feet long and fifty feet wide parallel to the right of way and abutting upon the highway, the land being the property of Newton Fuller.

On August 23, 1893, after notice to the owner of the land, and inspection of the premises, the Board issued a certificate signed by their secretary that in the opinion of the Board of Railroad Commissioners, the additional lands described in the application were necessary for the reasonable transaction of the business. The station, freight house and approaches were before this on the right of way, which seemed to the Board to be insufficient for the purpose.

CITIZENS OF RANDS, IOWA,

VS.

DES MOINES, NORTHERN & WESTERN RAILWAY COMPANY.

Petition for better station facilities.

On January 16, 1893, Mr. O. P. Hayes and twenty-nine other citizens of Rands, Calhoun county, filed a petition with this Board asking that the Des Moines, Northern & Western Railway be compelled to grant them suitable station facilities for the transaction of business. The petition more specifically sets forth the deficiency by stating that there is no station or freight house in which passengers can wait or freight be cared for. There is no agent through whom cars can be ordered when needed, and to whom freight can be paid when received, and no one to direct in the distribution of cars to patrons or manage the general freight and passenger business to suit the convenience of the public. On January

24th a copy of the petition was forwarded to Mr. L. M. Martin, the general manager of the defendant road, asking such answer as his company desired to make. On February 2d and 14th Mr. Hayes filed some further reasons why they ought to be recognized in their request, together with a statement of the amount of business done at Rands since August 12, 1892, and the number of cars of hay and grain awaiting shipment.

On February 23rd, the attention of Mr. Martin was again called to the unanswered letter sent him January 24th, and under date of February 27th, Mr. Martin replied: "I have had this matter up with our operating department, and while it was thought somewhat favorably of at the time, yet owing to the snow blockades and other press of business occasioned by the severe storms and cold weather, the matter was not finally disposed of and inasmuch as President Hubbell has gone south for a month or six weeks, I will have to ask you to kindly wait upon us until he returns, when the matter will be taken up and disposed of." April 1st, Mr. Martin was asked if the matter could not be satisfactorily arranged, to which on April 12th, Superintendent F. C. Hubbell replied by saying: "Yours of April 1st to General Manager Martin has been referred to me. Replying to the same I beg to advise you that I have given orders to construct at Rands, a station and a suitable stock yard and have arranged to put in an agent at this station at once."

This reply was forwarded Mr. O. P. Hayes with the request that he kindly advise the Commissioners as to the progress made in the case and on September 8th Mr. Hayes writes: "The railroad company have built stock yards and put in an agent at Rands." So this case is closed.

JOHN PEASE, FARRAGUT, IOWA,

VS.

CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY.

Farm crossing.

On May 13, 1893, John Pease, of Farragut, filed with this Board a complaint against the Chicago, Burlington & Quincy Railroad, setting forth that the said road had, by its section foreman, closed his farm crossing and refused to re-open the same, and that by said refusal he was placed at a great inconvenience in the cultivation of forty-five acres of corn on the north side of defendant's road, and prayed that he might, through the aid or order of this Board, be granted speedy relief. On May 18th this complaint was forwarded to Mr. W. F. Merrill, general manager of the Chicago, Burlington & Quincy, and on May 26th Mr. Merrill replied: "That it was owing to a misunderstanding on the part of our people in western Iowa that Mr. Pease did not get his crossing opened." Under date of June 12th Superintendent Duggan writes: "I have instructed our roadmaster to attend to the crossing of John Pease, of Farragut, at once." And on June 15th a letter was received from Mr. Pease, stating that the crossing was satisfactorily fixed, and thus this case is considered closed.

GEO. MEHS, BY GEO. B. PHELPS, CLINTON, IOWA,

VS.

BURLINGTON, CEDAR RAPIDS & NORTHERN RAILWAY COMPANY.

Failure to fence.

On September 10, 1892, Mr. Geo. B. Phelps, of Clinton, Iowa, as attorney for Mr. George Mehs, a farmer of the town of Camanche, filed in this office a complaint against the Burlington, Cedar Rapids & Northern, setting forth that the said defendant company had failed to fence its right of way through the farm lands of his client, and that upon request of said client to make such fence, the defendant company refuses to grant said request, claiming that "they are not obliged to build a fence within the limits of a town or city."

The complaint was forwarded to Mr. C. J. Ives, president of the railway company, who, on October 3, filed his reply, claiming that the fencing of the portion of the road specified in the complaint "would make an unsafe lane near the depot grounds in which stock might be injured and possibly trains derailed." This representation was sent to the complainant who, by Attorney Phelps, replied that "he asked for no new enclosures, but only that the defendant be compelled to build certain fences on their right of way which for the sake of using his abutting lands for a series of years past the plaintiff had been obliged to maintain."

After a somewhat voluminous correspondence with President Ives relating to the matter he filed, on February 8, with the Board, his agreement, stating that "in the spring we will replace this fence with one of our own," and on June 1st, Mr. Phelps, the attorney for the plaintiff, notified the Board that the "fence had been built according to the report of President Ives, for which reason this case may be considered closed."

H. L. TAYLOR, EAST PERU, IOWA,

VS.

CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY.

Overcharge.

Early in December, 1892, H. L. Taylor, of East Peru, Iowa, filed with this Board his complaint against the Chicago, Burlington & Quincy Railroad, alleging an overcharge on car of immigrant movables and live stock shipped from Houghton, Iowa, to Peru, Iowa, and asked the aid of the Commissioners in securing the refund of the excess charges. The complaint and expense bills were forwarded Mr. Thomas Miller, general freight agent of the said road, requesting his attention to the matter, and on January 28, Mr. Miller replied that Mr. Taylor had been overcharged in freight through the error of their agent at Houghton, and that the matter would soon be adjusted. After some subsequent correspondence Mr. H. L. Taylor filed with the Board on May 10th, 1893, his receipt for \$25.00, amount received for overcharge, and expressed his thanks for the satisfactory adjustment of the matter, and this case may be considered closed.

E. MATHEWS, RANDALIA, IOWA.

VS.

Overcharge.

BURLINGTON, CEDAR RAPIDS & NORTHERN RAILWAY COMPANY.

In this case appears a complaint of E. Mathews, of Randalia, Iowa, against the Burlington, Cedar Rapids & Northern Railway of overcharge in the shipment of a mixed car of cattle and hogs over the defendant's road to Cedar Rapids, Iowa, and was received in this office September 14, 1892. On September 30, the substance of the complaint was transmitted to Mr. C. D. Ives, general freight agent of said road. Under date of October 7, 1892, Mr. Ives replies to the complaint, admitting the amount was collected as charged by Mr. Mathews and also calling the attention of the Board to the rate promulgated by this Board as the basis upon which the charges were computed.

This explanation of Mr. Ives was forwarded Mr. Mathews, who in reply seemed not yet to understand the difference in charges, whereupon Mr. Ives, upon request of this Board, forwarded a copy of the original expense bill and local distance tariff sheet establishing the correctness of his statements relative to charges. The substance of Mr. Ives' statement has been forwarded to Mr. Mathews.

And as the charges collected by said road are in accordance with the rates established by this Board there is to the said Mathews no overcharge.

RANKS & STERZBACH, REDMON, IOWA.

VS.

Failure to furnish cars.

BURLINGTON, CEDAR RAPIDS & NORTHERN RAILWAY COMPANY.

On December 22, 1892, Messrs. Ranks & Sterzbach, of Redmon, Iowa, filed with this Board a complaint against the Burlington, Cedar Rapids & Northern, calling the attention of the Commissioners to the fact that as hay shippers they were very poorly supplied with cars for the transportation of their product.

Their complaint was forwarded to Mr. C. J. Ives, the president of said road, asking of him an early consideration of the same. Under date of December 30th Mr. Ives replies quite fully to the charges of the complainants, claiming that under the great pressure for cars they had furnished all cars possible to Messrs. Ranks & Sterzbach, and that there had been no discrimination against them. On January 3d a copy of Mr. Ives' reply was sent the complainants and, as at this date, March 3d, no further communication has been received from Messrs. Ranks & Sterzbach, the case is considered closed.

DAVID HOPKINS, PANORA, IOWA.

VS.

Under farm crossing.

DES MOINES, NORTHERN & WESTERN RAILWAY COMPANY.

On April 23, 1893, Mr. David Hopkins, of Panora, filed a complaint with this Board setting forth in substance that the Des Moines, Northern & Western Railway runs nearly through the center of his farm on section 16, four miles north of Panora. That by said road a large part of his pasture was separated from his permanent water supply, and that to permit his stock to go to said water supply the railway company had allowed him the use of a passageway in the bridge or trestle work crossing a piece of ground in said pasture. That he had by means of draining at his own expense made the crossing satisfactory, and in his opinion it was a convenience to which he was justly entitled by necessity of water for his stock. And he further complained that the defendant company, after allowing him the use of said crossing for the past six years, were now proposing to close the same by a solid grade, with the exception of a small culvert.

On April 23, a letter was addressed to Mr. F. C. Hubbell, superintendent of the Des Moines, Northern & Western Railway, transmitting the complaint of Mr. Hopkins in full, and also calling his attention to the fact that the case needed his careful consideration at an early date, to which Mr. Hubbell replied on April 27th, "that but a very small amount of water runs in this creek, and in order to make a more permanent road bed, and do away with a high trestle, etc., we intend filling the opening with earth." In closing Mr. Hubbell further alleges that it would cost about \$500 to comply with Mr. Hopkins' request.

This reply was sent Mr. Hopkins on May 3, also notice that the Commissioners would at an early date visit the bridge for an examination, to which Mr. Hopkins made an extensive reply, giving an itemized account of expenses incurred to obtain water, etc.

Conference was had with Mr. Hubbell as to the time that would suit his convenience to accompany the Commissioners in making this examination, to which Mr. Hubbell replied, asking that the Commissioners would defer their visit until he could have an opportunity to meet Mr. Hopkins and make a personal examination of the premises, which request was granted, and under date of May 18, Mr. Hubbell writes: "I have visited the farm of Mr. David Hopkins, and found the situation considerably different from what I supposed, and have agreed with Mr. Hopkins to so rebuild a portion of our bridge that he can have a cattle pass." So that with the fulfillment of this agreement this case may be considered satisfactorily closed.

CITIZENS OF TRIPOLI, IOWA.

VS.

Failure to remove snow—delay of trains.

CHICAGO GREAT WESTERN RAILWAY COMPANY.

During the snow blockade in early February Governor Boies received a telegram from twenty business men of Tripoli, setting forth that the Chicago Great Western Railway were neglecting to remove the snow from their branch road

from Sumner to Hampton. The governor sent the message to this office, requesting the Commissioners to give it attention. On February 8th (the same day it was received), the substance of the communication, with a request that it might receive prompt attention, was forwarded to Mr. J. M. Egan, president of said road, to which, on the 9th of February, Mr. Egan replied that they had one hundred men shoveling snow every day when it was possible for men to work. That they were doing all in their power to relieve the towns along the line named in the complaint. This reply was forwarded to the business men of Tripoli and, as the Commissioners received information by telephone that the obstructions were removed, this case is closed.

J. S. GALLAGHER AND OTHERS, WESLEY, IOWA,
vs.

Station service.

CHICAGO, MILWAUKEE & ST. PAUL
RAILWAY COMPANY.

On January 26, 1893, Mr. J. S. Gallagher and seventy-five other citizens of the town of Wesley filed a complaint with this Board against the Chicago, Milwaukee & St. Paul Railway, asking for better station services, and that a night operator be placed in charge at Wesley, whose business it should be to attend to the shipping of stock, keeping the station open, etc., during the night.

On February 3d a copy of the complaint was transmitted to Mr. A. J. Earling, general manager of the road, requesting his attention to the same.

On February 28th Mr. Earling's attention was again called to the matter, as he had up to this time failed to reply, and on March 10th he replies, saying: "Arrangements have been made to have a man on duty during the night at Wesley.

On March 15th this information was sent to Mr. Gallagher, asking him to "reply immediately if he had anything further to lay before the Board."

On April 5th Mr. Gallagher replied, saying: "The railway company complied with your request, and since the middle of last month we have had a night operator and the people are thankful and satisfied."

As the prayer of the petitioners has been satisfactorily answered, this case may be considered closed.

J. L. CORDELL, ROAD SUPERVISOR,
BOONE, IOWA.

vs.

Highway crossing.

DES MOINES, NORTHERN & WESTERN
RAILWAY COMPANY.

On September 1, 1892, the following complaint was filed with this Board by J. B. Whitaker, of Boone, as attorney in the case:

Before the Board of Railway Commissioners, State of Iowa:

J. L. CORDELL, ROAD SUPERVISOR, AND
OTHERS, OF DISTRICT NO. 7, DES MOINES
TOWNSHIP, BOONE COUNTY, IOWA,
Plaintiffs,

vs.

THE DES MOINES, NORTHERN & WESTERN
RAILWAY COMPANY,
Defendants.

Complaint.

The plaintiffs respectfully state unto said Board of Railway Commissioners, as follows:

First.—That J. L. Cordell is the duly elected, qualified and acting supervisor of District No. 7, Des Moines township, Boone county, Iowa, and that the other complainants are citizens of Boone, Iowa, and personally interested in the matters hereinafter complained of.

Second.—That located in said road district is a road running along the west and south sides of section 35, township 84, range 26. That said road is a public highway, now used and traveled as such, and has continuously, for over twenty years, been used as such. That said road is about three miles from the city of Boone, Boone county, Iowa, and is one of the main traveled roads leading to that city, which is the county seat, and of a population of about 7,000. That said road was so traveled and used by the public for a large number of years before being crossed by the said defendant railroad company as hereinafter named.

Third.—That about ten years ago the defendant railroad company or its assignors, erected, constructed, and is now maintaining a railroad track on the said highway south of said section 35, and over said highway on the west side of said section 35. That on said railroad crossing on the south side of said section said company's railroad track now used by them was placed at a height of eight or ten feet above the level of the highway, and defendant has undertaken to make the said highway passable over said track by filling in a small quantity of dirt on both sides of said track. But your complainants allege that they have never placed sufficient dirt on both sides of said track to make it safe and convenient for public travel on both sides of said track, and the same is now in such a condition as to make it almost impossible for loaded teams to pass over said railroad track by reason of the steep grade reaching the same on both sides of said track, and by reason of insufficient dirt being placed on both sides of said track. And complainants further allege that said highway crossing over said track is so narrow as to be unsafe for teams passing over the same, and too narrow for teams to pass on the same.

Fourth.—And your complainants further allege that said company, in order to cross the highway on the west side of said section, erected a trestle above said roadway. Said trestle being erected by driving piles in said highway and erecting bents on top of said piles and placing the railroad timbers and track on top of said bents. That said bents are constructed diagonally across said highway. And in erecting said trestle work they have erected and maintained about six bents in said highway so close together as to make it impossible to drive teams loaded with hay or empty hay racks or with farm machinery, between said bents. That all of said bents obstruct and interfere with travel on said highway. That the said trestle work is built so low that loads of hay and other high loads cannot be driven under the same.

Fifth.—That on the... day of July, 1892, said J. L. Cordell, as road supervisor as aforesaid, served notice on said railroad company requiring them to so alter, change and repair said highway crossing so as to make the same fit and suitable for travel, and has at many times prior thereto verbally requested said railroad company through its agents to put said railroad crossing in fit condition for travel over or under the same. That said railroad company refuses to make any change in the same or in any manner comply with the law in the erection and maintenance of its crossings over the highway at said places.

Wherefore the complainants request that said Board order and require said railroad company to erect and maintain suitable, safe and convenient crossings over said highways, and to so alter and change said overhead crossing so that the same will not be an obstruction and interference to travel on said highway, and make such other and further orders in the matter as said Board may deem proper and requisite in the matters herein complained of.

(Signed)

J. L. CORDELL,

Road Supervisor District No. 7, Des Moines Twp., Boone Co., Iowa.

On the same day a copy of the foregoing was forwarded to Mr. F. C. Hubbell,

general superintendent of the defendant company, with the request that the matter be investigated and such reply filed as he might desire to make.

On September 13th Mr. Hubbell says, "I will be able to answer same within a very few days, as soon as our new roadmaster makes himself familiar with the case." A copy of the reply was sent Attorney Whitaker, who, in a communication under date of September 19th, says, "It is simply a repetition of the promises made by the agents here for nearly two years." On September 30th the attention of Mr. Hubbell was again called to the matter asking him if his investigations had been concluded.

October 3d, Mr. Hubbell for answer filed the following: "At the point where we cross the highway by trestle bridge we find that the roadway has been raised to a considerable extent by the road supervisor, making it higher than any other part of the ground in that part of the road. In our opinion it is no more than right that the road supervisor remove this dirt, which was placed there at some previous time, which will give sufficient head room. In regard to the bents in this bridge will say, that if we can make the matter satisfactory to the supervisors by changing the bents so as to make them run parallel with the highway we would agree to rebuild the bridge in that manner early next spring." With this assurance the case rested till the spring of 1893, when early in May the attention of the Commissioners was called to the fact that nothing had been done, and they notified the parties interested that on Tuesday, May 16th, they would make an examination of the crossing and hear parties complaining.

In accordance with the notice the full Board visited the location, made such examinations as they considered necessary, heard the complaint of citizens wishing frequently to use the crossing, settling forth in substance that the passage way was both too narrow and too low for the use and convenience of the public. The Commissioners ordered some measurements of height and width of passage way made which proved to be nine feet and six inches in height and ten feet in width. Under date of June 1, Mr. Hubbell's attention was directed to his promise of October 3, 1892. He was also notified of the result of the measurements of height and width of roadway taken by the Commissioners, closing with these words: "It would appear that the time was suitable for making this under-crossing passable for hay and other high loads. Please notify the Commissioners what you intend to do in this matter."

To which, early in June, Mr. Hubbell replied as follows:

Hon. W. W. Ainsworth, Secretary of Board of Railroad Commissioners, City.

DEAR SIR—Referring to yours of June 1st, with respect to crossing over highway near Boone, beg to advise you that the new bridge is now in the course of construction and will be finished in less than one week.

The new roadway under the bridge will be thirty-two feet wide. I have had a personal interview with the road supervisor of that district and I have arranged with him to take out the dirt which was put in under the bridge, to make deep ditches on the side, and to make proper culverts to take care of the water. I have agreed to furnish him with stone and stenders for macadam under the bridge. He has expressed himself as entirely satisfied with this arrangement and he is now at work at the bridge.

Yours truly,

F. C. HUBBELL,
Superintendent.

After some further correspondence with Mr. Whitaker, the attorney, and Mr. Cordell, the complainant, in reference to the completion of the work, Mr. Cordell writes, on August 30th, "The crossing is now completed and is satisfactory," and this case is closed.

A. D. STEWART,

VS.

CHICAGO, MILWAUKEE & ST. PAUL
RAILWAY COMPANY.

Excess passenger fare.

Under date of July 15, 1893, Mr. A. D. Stewart filed his complaint, accompanied by his affidavit, stating that on July 14th he purchased a ticket at Perry of the defendant company's agent, which ticket entitled him to ride on train No. 12 from Perry to Herndon, and from thence (by a coupon attached), over the Des Moines, Northern & Western to the station of Yale. He further alleges that Conductor Kelley, of said train No. 12, took up his ticket and refused to give him a check or coupon entitling him to a ride from Herndon to Yale over the Des Moines, Northern & Western railroad. That the conductor of the train on the last named road refused to recognize his right to ride from Herndon to Yale, whereupon he was compelled to walk, the same being greatly to his inconvenience and detriment.

On the same date, viz., on July 15th, a copy of the complaint was forwarded to Mr. A. J. Earling, the general manager of the Chicago, Milwaukee & St. Paul Railroad Company, requesting him to give the matter his early attention and file such reply as he might desire to make with the Board. Under date of July 24th Mr. Earling says: "Conductor W. C. Kelley states positively that he gave Mr. Stewart the coupon reading from Herndon to Yale via the Des Moines, Northern & Western railway. This is confirmed by the fact that when the ticket was received by our ticket auditor at Chicago the Des Moines, Northern & Western coupon was detached. The train left Perry at 10:45 P. M. The conductor, when collecting fares, was obliged to awaken Mr. Stewart who was lying down asleep in the caboose. After getting the ticket he went to his desk where his ticket punch was, and when he returned he had to again awaken Mr. Stewart to hand him back the coupon. After the train had left Jamaica and was approaching Herndon, the conductor had to again awaken him so he could get off at that station. It is evident that Mr. Stewart lost the coupon after it was returned to him."

Mr. Stewart was furnished with a copy of Mr. Earling's reply, and was requested to make any reply he desired to make by early mail.

Under date of August 19, Attorney T. S. Smith, of Yale, appeared by petition for Mr. Stewart, claiming substantially the same damage, and setting forth the same grievance as was contended for in Mr. Stewart's original complaint, to which the following was directed by the board:

August 25, 1893.

"T. S. Smith, Attorney for A. D. Stewart, Yale:

DEAR SIR—Referring to yours of August 19, in regard to the complaint of A. D. Stewart against the Chicago, Milwaukee & St. Paul, I am directed to state to you that inasmuch as there is a dispute in regard to the facts in the case, the company holding to one position and the complainant making a statement of the opposite character, the question of fact in the case will have to be determined in a court of the proper jurisdiction.

BY ORDER OF THE BOARD.

W. W. AINSWORTH,
Secretary."

Which may be considered as closing the case, without prejudice to the parties interested.

Railroad gal 47

J. A. WILCOX, FOR PETITIONERS, SAN-
BORN, IOWA.

VS.

Overflow.

CHICAGO, MILWAUKEE & ST. PAUL
RAILWAY COMPANY.

On June 27, 1893, Mr. J. A. Wilcox, of Sanborn, Iowa, addressed a communication to the Commissioners stating that he had been requested to call the attention of the Board to the fact that the Chicago, Milwaukee & St. Paul Railway Company had constructed its roadbed across a natural waterway in such a manner as to completely close the same, causing the water to overflow adjoining land, to the damage of adjacent property owners. The matter was laid before General Manager A. J. Earling of the Chicago, Milwaukee & St. Paul Railway Company, and on July 5, 1893, he advised the Board that instructions had been given to have the culvert put in at the place in question, or to provide proper drainage by digging a ditch to carry off the water. On August 12, 1893, Mr. Wilcox, writing for the petitioners, informed the Board that "all difference relative to the culvert through the embankments of the Chicago, Milwaukee & St. Paul Railway have been adjusted by the said company constructing the culvert."

Des Moines, Iowa, August 14, 1893.

JOHN SHAY, MALOY, IOWA,

VS.

Stock killed.

CHICAGO, ST. PAUL & KANSAS CITY
RAILWAY COMPANY.

On July 11, 1893, the attention of the Board was called to a loss alleged to have been sustained by Mr. John Shay, of Maloy, on account of stock killed by the Chicago, St. Paul & Kansas City Railway, said to have been on account of the bad condition of the company's fence that passes through Mr. Shay's farm. The loss is placed at \$70, and the Commissioners were requested to lay the matter before the company, which was done. After some correspondence Mr. Shay notified the Commissioners that "all his claims had been settled."

HUXLEY, CITIZENS OF, BY O. L. HATTE-
BERG,

VS.

Obstruction to water-course and over-
flow.CHICAGO, MILWAUKEE & ST. PAUL
RAILWAY COMPANY.

On October 5, 1893, Mr. O. L. Hattberg, for himself and "all people of Huxley, Iowa," addressed a communication to the Board which stated in substance that they were having some difficulty with the Chicago, Milwaukee & St. Paul Railway Company, on account of the fact that the latter "will not give us an outlet for the water in order to drain our streets. The only run for water is across

the right of way, but the railroad company have made a ditch on the north side of the track, leading the water east along their road. This is an old ditch connecting the company's ditch with ditches left from grading the street running east and west on the north side of the right of way. All we ask is to make this old ditch about one foot deeper, in order to run out all the water from the ditches along said street, but they will not let us do it. They say we can take the water through the right of way in sewer pipes at our own expense if we want to, but we believe this unnecessary expense, as it will not hurt the railroad company one penny if we make the said old ditch a little deeper."

This matter was laid before A. J. Earling, general manager of the Chicago, Milwaukee & St. Paul Railway Company, and on October 10, 1893, the following communication was received from him.

CHICAGO, October 10, 1893.

"W. F. Atsworth, Secretary Board of Railroad Commissioners, Des Moines, Iowa:

DEAR SIR:—Referring to your letter of the 6th inst., enclosing copy of a communication from O. L. Hattberg, of Huxley, Iowa, I beg to say that an arrangement will be made to permit the parties interested to carry the water across the company's station grounds and right of way by a ditch to be located at a point most convenient for the company as well as for the town.

Yours truly,

A. J. EARLING,
General Manager.

On November 4th Mr. Hattberg was requested to state whether the work referred to in Mr. Earling's letter had been completed, and on November 9th he stated that "the railroad company have made some arrangement with our road supervisor to drain our street. So we will have to say this case is settled."

J. H. SMITH, IRA, IOWA,

VS.

Open farm crossing.

CHICAGO GREAT WESTERN RAILWAY
COMPANY.

On August 15, 1893, Mr. J. H. Smith of Ira, called at the office of the Board and made the following statement:

"Own farm, section 6, 80, 20. My case is this: I have a contract with the Diagonal Railroad Company, the Chicago Great Western, that passes through my place, that provides for a wagon private crossing with cattle-guards, and of course they don't like to do that unless there is special reason for it. This is a special contract between myself and the superintendent of the road, made about the time they fenced through. I have had no trouble with them; my dealings with them have been very amicable and fair. They killed some stock for me, and they have been reasonable about it, but they take ample time to be reasonable, and when they fenced it they proposed going on without giving me cattle-guards for crossing. My settlement for right of way provided for two crossings wherever I might locate them. That settlement is contained in my deed of right-of-way. I objected to their fencing without making any provision for right of way and they went to another job near Marshalltown, and the superintendent then came down to see me. I insisted on having cattle-guards for this reason, that my crossing traverses the track at an acute angle at a fill of about five feet, about the center of my place, the grain fields being beyond; where the track is it is permanent pasture; I kept that as permanent pasture on both sides, but the bulk of it is opposite my buildings. We talked it over and he agreed finally to give me a crossing with cattle-guards, but I did not get it for nothing. I had a claim against the company at that time for damage, as a train had run into a bunch of horses injuring one. My claim for damage on that was \$150; of course horses were higher then than now. In consideration of getting my cattle-guards, my

crossing as I wanted it. I waived half of that claim and further than that, at such times as I am hauling hay or grain in threshing time, when I am using the crossing ten or eleven times a day, the contract gives me the privilege of keeping those gates open. I admitted another concession in there, that when those gates were left open if my stock was injured or killed during that time I would suffer half the loss. It went along until last fall they filled up the pits. I spoke time to the section foreman about it and he thought perhaps they expected to put in bars instead of the pits. That was simply a supposition of the section foreman, there was no promise on the part of any one who was authorized to make such promise. That suited me all right. Early in May, 1893, I don't remember the date exactly, it was along early in May, they tore out the fences, pulled up the posts and a few days after that they tore up the planks; the section foreman did when he put in new ties. I told him it would soon be hay time and I must have the planks, he promised to have them fixed up. When hay time came I found it that way and I had to cross there so I had to plank it myself. There has been no move to restore the crossing or cattle-guards. I have another crossing or runway under a bridge, but there are times in the spring and very rainy seasons when it is very muddy and stock has great difficulty in getting through, especially colts; at such times it has been my practice to take them through the gates, but this spring I had to let them scramble through the best they could. Two men couldn't handle them across the track with the crossing as it is at present. I had the one over-crossing and the under-crossing simply for stock; teams can't use it. The gates are mine on the grade crossing; I made the gates, keep them in repair and keep them shut except as I am using them constantly."

(Mr. Smith filed copy of contract referred to and a sketch showing location of land, railroad, crossings, bridge, etc.)

A copy of the foregoing statement was filed with President J. M. Egan, of the company, whose reply is set out below:

ST. PAUL, MINN., August 21, 1893.

"Mr. W. W. Atsworth, Secretary Board of Railroad Commissioners, Des Moines, Iowa:

DEAR SIR—Referring to your favor of August 15th, relative to complaint of Mr. J. H. Smith, of Ira, in regard to grade crossing on his farm. Matter was referred to our chief engineer, with instructions to look up contract or agreement with Mr. Smith, and if he was entitled to the crossing to have same put in. Under date of the 29th, chief engineer informs me that he has had the matter investigated, finds Mr. Smith entitled to the crossing, and has ordered the same put in without delay.

We regret sincerely that Mr. Smith has been inconvenienced as stated in his letter, as he has undoubtedly good cause for complaint, but puts his complaint in such a reasonable light that we are glad to comply with the terms of the contract. I trust this will prove satisfactory to Mr. Smith, and that he will have no further cause for complaint against us, if he should and will communicate with us we shall certainly take pleasure in doing anything within reason for him.

Yours truly,

JOHN M. EGAN,
President and General Manager."

After some intervening correspondence between the complainant and the railway company, the following letter was received from complainant on November 24, which closes the case:

IRA, October 31, 1893.

"Board of Railroad Commissioners:

GENTLEMEN—In the case of J. H. Smith vs. Chicago Great Western Railroad Company (Diagonal), I take pleasure in reporting to you that said railroad company have complied with the terms of the contract, having on yesterday completed the replacing of the crossing, cattle-guards and connecting fences in a substantial and satisfactory manner, and I am now ready to say the case may be closed.

Very respectfully yours,

J. H. SMITH.

ELI MILEY, BENTON, IOWA,

VS.

CHICAGO GREAT WESTERN RAILWAY
COMPANY.

Damage to stock in transit.

Measts. Reynard Bros., of Creston, Iowa, attorneys for Eli Miley, filed with the Commissioners the following complaint:

CRESTON, IOWA, July 8, 1893.

"Honorable Board of Railroad Commissioners for Iowa:

SIR—During the month of April or May of this year, Eli Miley loaded a car of horses at Benton, on the line of the Chicago Great Western, destined to some point in Kansas. After the horses had been loaded the engine ran south from the train standing on the main track, backed north in the car of horses, pulled the car of horses out onto the main line and ran back with such force that three of the horses at the rear end of the car were thrown down. The conductor pulled the train out for the south, and at the next station, Maloy, it was found that one of the horses had a broken leg. The car of horses was run onto the switch at Maloy, the mare was taken from the car and shot (first having been appraised at \$125) by the conductor. The company is undoubtedly liable for the value of the mare, \$125. We have notified the company but have received no reply. I ask you to call the company's attention to the case, as a lawsuit is useless in this case so far as the company is concerned. Hoping to hear from you, I am

Yours respectfully,

REYNARD BROS.,
Attorneys for Plaintiff."

This matter was laid before the railway company for attention, and on November 17, the following letter was received from Mr. Miley's attorney: "In reply to yours of November 10, 1893, will say that the claim of Eli Miley has been paid in full, and you may consider the case closed."

A. G. HOFFMAN, PLATO, IOWA,

VS.

BURLINGTON, CEDAR RAPIDS & NORTHERN
RAILWAY COMPANY.

Demurrage charges.

"PLATO, IOWA, October 4, 1893.

Is it legal for the Burlington, Cedar Rapids & Northern Railway to charge \$1.00 per day for holding a car to load over forty-eight hours or unloading, and does it make any difference whether it is raining or not? Also if they can charge us \$1.00 per day for over-time? Are they required to pay anything for not sending the cars out when they are loaded? I loaded a car of oats here for Chicago, and it was raining and I had to keep it three days over-time, and when I got it loaded they kept it two and one-half days longer and charged me three dollars for over-time. Now, I think if they are allowed to charge over-time I should be allowed also for their not sending it out. If you will please reply to this I will be greatly obliged.

Yours truly,

A. G. HOFFMAN."

DES MOINES, October 10, 1893.

A. G. Hoffman, Plato, Iowa:

DEAR SIR—Your letter of October 4th, to the Board, duly received. Your first question is, can the railroad company charge you one dollar per day for the use of a car after a period of forty-eight hours from the time the car has been placed at your disposal? The Commissioners are of the opinion that after a reasonable time given to load a car, that the railroad company is entitled to pay for its use. The carrier is under no obligation to furnish cars for warehouse purposes, and it is believed that forty-eight hours is long enough for the purpose of loading or unloading.

Your next question is, are you not entitled to compensation for delay in moving the car after it is loaded. If you are injured by the unreasonable delay of the company in moving your produce, the law of the carrier would give you damages, the measure of damages would

be the loss that you could prove you suffered by unreasonable delay or neglect. The carrier does not by his contract usually undertake to deliver in a limited time, but the time must be reasonable, all circumstances being considered. In determining the measure of damages a court would take into consideration the conditions. Common consent and usage has for years settled upon forty-eight hours as the limit that a car may be held without demurrage.

Very respectfully yours,

By ORDER OF THE BOARD.

W. W. AINSWORTH,
Secretary.

O. H. MONTZHEIMER, PRINGHAR, IOWA

VS.

Demurrage charges.

ILLINOIS CENTRAL RAILROAD CO.

PRINGHAR, IOWA, October 25, 1893.

W. W. Ainsworth, Secretary, Des Moines, Iowa:

DEAR SIR—Can you inform me if the Board of Railroad Commissioners have ever determined as to what amount is a reasonable demurrage charge for cars on side tracks. As you are probably aware, the railway companies are in the habit of charging as much per diem for each car that is detained in unloading after a specified time—usually forty-eight hours after delivery. I have a client troubled with what he considers excessive charges in this matter in the eastern part of the State. The Illinois Central at Pringhar have a regulation charging \$1.00 per day, but it is a dead letter, and never enforced nor collected. The trouble in the case referred to is with coal cars and the unloading of coal. I fail to find any ruling of the Commissioners on the subject excepting the ruling in the case of Redington, as reported on page 840 Railroad Commissioners' Report for 1892. Trusting I may be favored with an early reply, I am

Respectfully yours,

O. H. MONTZHEIMER.

DES MOINES, IOWA, October 25, 1893.

"O. H. Montzheimer, Pringhar, Iowa:

DEAR SIR—In reply to yours of the 22nd inst., I am directed by the Commissioners to say that in the report of this Board for 1892, page 783, you will find a decision of this Commission bearing upon the subject of the so-called demurrage charges.

In a recent letter to another party on this subject the Commissioners say: "Your first question is, Can the railroad company charge you one dollar per day for the use of a car after a period of forty-eight hours from the time the car has been placed at your disposal? The Commissioners are of the opinion that after a reasonable time given to load a car that the railroad company is entitled to pay for its use. The carrier is under no obligation to furnish cars for warehouse purposes, and it is believed that forty-eight hours is long enough for the purpose of loading or unloading."

If you have not the report of this Board for 1892, and will drop this office a line to that effect, copy will be sent you at once.

Very respectfully yours,

By ORDER OF THE BOARD.

W. W. AINSWORTH,
Secretary.

PETITION FOR INSPECTION OF BUTTER AND EGG SHIPMENTS.

COMPLAINT OF DISCRIMINATION.

On January 10, 1893, the following communication was filed with the Board.

OTTUMWA, IOWA, January 10, 1893.

To the Honorable Board of Railroad Commissioners of Iowa:

We would ask that you require the various railroads of southern Iowa to have inspection of freight for all butter and egg shipping points in said territory. The following places have no inspectors: Keokuk, Farmington, Mt. Pleasant, Fairfield, Brighton, Washington, Signonay, Oskaloosa, New Sharon, Pella, Albia, Chariton, Leon, Osceola, Creston, Villisca, Red Oak, Clarinda, Murray, Bloomfield.

The railroad companies claim that it is not possible to place men at all points. Keokuk is a city of fifteen thousand population and they surely should have an inspector, if Ottumwa has two. We would suggest that the railroads have an inspector go to their various stations where butter and eggs are shipped and check up the tonnage once a week and see at what weights they are billing butter and eggs.

We have been reliably informed that some points are billing from 1,000 to 3,000 pounds less on the carload for the same number of tons than our inspectors bill out our freight.

Our business has been unjustly discriminated against and we ask that it cease immediately, as it has already cost us thousands of dollars, not only in weights but in classification. Inspectors raise rate on butter in packages that have cloth covers to double first class and where there are no inspectors it goes through as second class when it is billed second class, which is often done by the various agents.

(Signed)

BAKER BROS.
SAM'L LILLIBURN & CO.

Copy of the foregoing statement was sent to the general managers named below, and accompanied in each case by the following letter of transmittal on January 12, 1893:

To

E. C. Murphy, General Manager H. & S. Clarinda, Iowa.

E. F. Potter, Superintendent C. Ft. M. & D. M. R. R. Co., Ft. Madison, Iowa.

W. C. Brown, General Manager St. L. K. & N. W. St. Joseph, Mo.

A. C. Goodrich, General Manager K. & W. Keokuk, Iowa.

C. H. Ackert, General Manager Iowa Central R. R. Co., Marshalltown, Iowa.

Chas. M. Hays, General Manager Wabash R. R. Co., St. Louis, Mo.

A. J. Earling, General Manager C. M. & St. P. R'y Co., Chicago, Ill.

W. F. Merrill, General Manager C. B. & Q. R. R. Co., Chicago, Ill.

E. St. John, General Manager C. R. I. & P. R'y Co., Chicago, Ill.

DEAR SIR—Enclosed please find copy of the complaint of Baker Bros. and Sam'l Lilliburn & Co. of Ottumwa, Iowa, in regard to inspection of butter and egg shipments at the points therein named.

Your attention is particularly called to the charge made of unjust discrimination.

Will you please investigate this matter and make such reply thereto as you may desire to file with the Board in the case.

Very respectfully yours,

W. W. AINSWORTH,
Secretary.

By order of the Board.

The answers of the various railroad companies complained of are here inserted, copies of the same having been forwarded to complainants as they were received:

KEOKUK, IOWA, January 11, 1893.

W. W. Ainsworth, Secretary of Board of Railroad Commissioners, Des Moines, Iowa:

GENTLEMEN—In reply to your letter of January 12th, relative to the complaint of Baker Bros. and Samuel Lilliburn of Ottumwa, Iowa, in regard to inspection of butter and eggs shipped at various points, I beg to say that I do not know what benefits the railroad companies could secure by having an inspector appointed at Keokuk for these shipments. I do not know in what way there is any discrimination practiced against Ottumwa. We have no joint billing arrangements with other companies reaching Ottumwa, and I am unable to give you any information in regard to the matter.

Respectfully yours,

A. C. GOODRICH,
General Manager K. & W. R'y Co.

MARSHALSTOWN, IOWA, January 17, 1893.

Mr. C. H. Ackert, General Manager, Building:

DEAR SIR—Returning herewith enclosures in regard to inspection of butter and eggs. All shipments of butter and eggs, and other dairy products, originating at points on the Iowa Central road destined to Peoria, Chicago, or to eastern points, are inspected and weighed by a duly authorized officer of either the Western Freight Association or Joint Rate Inspection Bureau, who sees that the shipments are properly rated and classified, and that actual weights on these shipments are obtained.

(Signed)

Yours truly,

A. F. BANKS
Traffic Manager.

Referred to the Board by C. H. Ackert, general manager Iowa Central Railway Company.

CHICAGO, January 18, 1892.

Mr. W. W. Ainsworth, Secretary of Board of Railroad Commissioners, Des Moines, Iowa:

DEAR SIR.—I am in receipt of your letter of the 12th inst. addressed to our general manager, and enclosing copy of letter from Baker Bros. and Samuel Libburn & Co., both of Ottumwa, Iowa, asking that you require the railroads of southern Iowa to have inspection made at various points from which butter and eggs are shipped, and mentioning particularly Keokuk, Farmington, Mt. Pleasant, Fairfield, Brighton, Washington, Sigourney, Oskaloosa, New Sharon, Pella, Albia, Chariton, Leon, Osceola, Creston, Villisca, Red Oak, Clarinda, Murray and Bloomfield; also saying that petitioners are reliably informed that some points are billing from 1,000 to 3,000 pounds less per car for the same number of tubs than is being charged from Ottumwa, and that their business has been unjustly discriminated against in consequence.

In reply I beg to say that this company has no lines to any of the towns mentioned except Ottumwa, and there is presumably comparatively little interested. I beg to say, however, that it is not probable that all the roads are knowingly permitting property to be billed at less than actual weight, or at less rate than is demanded by the classification. If any such practices are being indulged in the shippers are misrepresenting the weight or the quality of the goods shipped, and this complaint is practically a request that the parties in these outlying towns be stopped from stealing from the railroads, and if the complainants will give evidence on which they base their conclusion that such stealing is going on, there is not the least doubt that the railroads will adopt the necessary measures to protect themselves.

Yours truly,

E. P. RIPLEY.

THE WABASH RAILROAD COMPANY.

St. Louis, January 27, 1893.

Mr. W. W. Ainsworth, Secretary, Des Moines, Iowa:

DEAR SIR.—Replying to yours of the 17th, with copy of the complaint of Baker Bros. and Samuel Libburn & Co., of Ottumwa, Iowa, in regard to inspection of butter and egg shipments at the points therein named, I have to advise that there are no butter and egg shipments from Iowa territory in carload lots from any other point than Ottumwa. Of the butter and egg shipments from our other Iowa territory, Moulton, Bloomfield, West Grove and Belknap, 95 per cent of it goes to the firms of Baker Bros. and Libburn, at Ottumwa. Therefore the complaint entered certainly does not apply to our line.

(Signed)

Yours truly,

C. H. HAYS,
General Manager.

CHICAGO, February 13, 1892.

Mr. W. W. Ainsworth, Secretary Iowa Railroad Commissioners, Des Moines:

DEAR SIR.—Referring to your communication of the 12th of January enclosing complaint of Samuel Libburn & Co. and Baker Bros., of Ottumwa, with regard to inspection of butter and egg shipments at the points named therein. The matter at Keokuk has been adjusted. An inspector has been put on at Keokuk, Quincy and Hannibal, with the idea of watching butter and egg shipments, and he also makes corrections in billing in Streator.

We have never heard that underbilling has been practiced at points competitive between us and the Rock Island, namely, Fairfield, Washington, etc., and so far as this company is concerned, we are charging actual weights at all points. We are therefore averse to putting on inspectors at the interior points mentioned in the complaint, as it would simply increase expenses without, we believe, making any difference in the facts. As we are satisfied that there is no underbilling going on at these points.

Yours truly,

W. F. MERRILL,
General Manager.

The answer of the Keokuk & Western Railway Company was submitted to complainants and their reply thereto is given below:

OTTUMWA, IOWA, January 26, 1893.

Mr. W. W. Ainsworth, Secretary Board of Railroad Commissioners, Des Moines, Iowa:

DEAR SIR.—Your favor of January 15th and 23d received with copy of letter of A. Good, rich, general manager Keokuk & Western. Mr. Goodrich says that they have no joint billing arrangement with other roads reaching Ottumwa. We know this, but he does not deny that Keokuk shippers are not benefited by there being no inspectors stationed there. As regards Mr. Ripley's letter, asking us to furnish evidence of under billing, what we stated in our own report received from shippers and other parties who had a chance to know. We have not

personally seen the billing but we do know it has been the custom for railroad companies to take freight at less than actual weight at competing points and non-competing points where there were packers. They do it to draw business from other lines. We only ask that they put inspectors at the larger places, and that they appoint inspectors to go to the minor points and check up their business once a week. We do not claim to be perfect at Ottumwa, but think we are as honest as the other shippers at various points named. We know that we are unjustly discriminated against and would suggest that Mr. Carman, of the Western Weighing Association, put a man on the road and investigate the billing at the various stations. He can weigh the packages of the shippers and compare them with the billing. It is not our business to spend our time and money to get evidence for the railroad companies to make them do a simple act of justice. * * *

Very respectfully,

BAKER BROS.

Upon receipt of the above communication the case was laid before the Western Railway Weighing Association and Inspection Bureau, whose answer is as follows:

DES MOINES, IOWA, March 9, 1893.

Geo. L. Carman, Superintendent Western Railway Weighing Association, and Inspection Bureau, Chicago, Illinois:

DEAR SIR.—Inclosed please find copy of complaint of Messrs. Baker Bros. and Samuel Libburn Co., of Ottumwa, Iowa, regarding the matter of inspection of butter and egg shipments, originating at the points therein named. Also copy of a further communication from Baker Bros., of Ottumwa, bearing upon the same question, of date January 26, 1893, the matter being laid before you for such investigation and reply as you may desire to file with the Board.

BY ORDER OF THE BOARD.

W. W. AINSWORTH,
Secretary.

CHICAGO, March 30, 1893.

Mr. W. W. Ainsworth, Esq., Secretary Iowa Board of Railroad Commissioners, Des Moines, Iowa:

DEAR SIR.—Your letter of the 9th inst., attaching complaints of Baker Bros. and S. Libburn & Co., of Ottumwa, was presented for consideration of the executive committee of this Association on Saturday last. The committee recognized the importance of the complaints entered, and have instructed me to arrange for inspection of shipments from points outside of Keokuk, in so far as we can get the concurrence of the lines in interest to authorize expenditure for such inspection.

Every effort will be made to put this arrangement in effect at an early date.

Yours truly,

Geo. L. CARMAN,
Superintendent.

It appearing from the above that the matters complained of have been adjusted, the case is regarded as closed.

JOHN GLAYS, LIBERTYVILLE, IOWA,

VS.

Open farm crossing.

CHICAGO, FT. MADISON & DES MOINES,
RAILWAY COMPANY.

The following complaint, together with certain correspondence between complainant and the general manager of the respondent, the Chicago, Ft. Madison & Des Moines Railway Company was filed with the Secretary, who was asked to lay the matter before the Board and advise the parties of the proceedings had in it:

Before Iowa Board of Railway Commissioners.

JOHN GLAYS

vs.

Complainant.

CHICAGO, FT. MADISON & DES MOINES RAILWAY CO.

To the Honorable Board of Railroad Commissioners of the State of Iowa:

Your complainant, John Glays, respectfully represents as follows:

That he is a citizen of Jefferson county, in the State of Iowa, residing near Libertyville, in said county, and owns a farm on which he resides.

That when the Chicago, Fort Madison & Des Moines Railway Company was constructing its line of road through said county in the year A. D. 1892, it desired the right of way over his lands, and he granted the same for certain good, and in his eyes, at that time sufficient considerations, among which was the undertaking of said company to put in and maintain a cattle-guard crossing, with the necessary wing fences to the same at the private road crossing leading to his premises and between the farms of Marion Howell and Reuben Klimaker. That one E. H. Skinner was the right of way agent for said company, and procured the right of way from complainant through his farm, and as a part of the contract for the granting of said right of way said Skinner, in the name of the company, and by its authority, executed and delivered to this complainant a paper, of which the following is a true copy, to-wit:

BATAVIA, IOWA, December 28, 1892.

As a part consideration for the right of way across the property of John Glays, the Chicago, Fort Madison & Des Moines Railway agree to put in and maintain a cattle guard crossing with the necessary wing fences to the same at the private road leading to the above property, and situated between the farms of Marion Howell and Reuben Klimaker.

(Signed)

CHICAGO, FORT MADISON & DES MOINES RAILWAY COMPANY.

By E. H. SKINNER.

Right of Way Agent.

Complainant further represents that the defendant company accepted the right of way over complainant's farm under the contract so made by its agent, E. H. Skinner, and built its railroad across his lands and is using the same. But that it has failed to carry out said contract in reference to his crossing. That it has failed and refuses to put in cattle guards or wing fences at said crossing, though requested by complainant to do so, as will be shown by the letter of the defendant's general manager, a copy of which is hereto attached.

That there is a fill of about ten feet at said crossing, and the defendant has left a gate-way about sixteen feet wide crossing the road at an angle, which leaves only about twelve feet in actual width. And that he is unable to pass through said gate-way with his binder, as he is required by the necessities of his occupation as a farmer. That the private roadway referred to in said contract set out above is about thirty-three feet in width. And he believes he is entitled to have an open crossing for the full width of said road way, with the cattle guards and wing fences as provided in his contract.

He very respectfully prays your honorable Board to call upon the defendant for an answer to this complaint, and that you order it to put in and maintain for him a crossing for the full width of the private road referred to in the contract, and to make the crossing with cattle guards and wing fences and such other relief as he may be entitled to have.

(Signed)

LEGGETT & MCKENNEY,

Attorneys for Complainant.

(Verified by John Glays).

Copy of letter of defendant's general manager referred to.

CHICAGO, FORT MADISON & DES MOINES RAILWAY.

FORT MADISON, IOWA, July 6, 1893.

John Glays, Esq., Libertyville, Iowa:

DEAR SIR.—Replying to your letter of the 1st, to Mr. Hutchinson, would say that I find a regulation crossing has been put in at your place. I do not know what width would be required to accommodate your binder, but the crossing is the same that is put in at all points on the line. I think, therefore, it should be satisfactory to you. To put in cattle guards at all our road crossings would take a great deal of money, which we have not got. We could not, therefore, put in cattle guard crossings, even if we considered them proper for such crossings.

I trust you will consider the present crossing a satisfactory one.

(Signed)

Yours truly,

J. C. MACKINNON,

General Manager.

This complaint was acknowledged and copy thereof sent to General Manager Mackinnon, who replied as follows:

FORT MADISON, IOWA, July 17, 1893.

"W. W. Ainsworth, Secretary Iowa Railway Commissioners, Des Moines, Iowa:

DEAR SIR.—I have your favor of the 12th inst., inclosing complaint of John Glays, relative to crossing. I beg to say that the reference therein to a contract made by the right of way agent of this company is the first intimation I have had of this contract. I will look into the matter at once. When the contract is reported by our right of way agent I will see that its terms are lived up to.

(Signed)

Yours truly,

J. C. MACKINNON,
General Manager."

In further reference to the matter General Manager Mackinnon, in a letter dated October 7th, stated:

"Further replying to yours of July 12th, would say that cattle guard crossing and wing fences have been put in on the property of John Glays as requested."

This communication was laid before complainant's attorneys, who, under date of August 16th, filed the following reply:

FAIRFIELD, IOWA, August 15, 1893.

"Railroad Commissioners of Iowa, Des Moines, Iowa:

DEAR SIRS.—In the complaint of John Glays against the Chicago, Ft. Madison & Des Moines Railway Company, the complainant informs us that the defendant has put in the cattle guards, but it has not made the crossing over its track of sufficient width for the uses of the farm. He insists upon his complaint in this respect, and asks that defendant be ordered to make the crossing of full width, so as to permit him to cross over it with implements and loads required in the operations of the farm.

Respectfully,

LEGGETT & MCKENNEY,
Attorneys for Complainant."

Copy of the foregoing was sent to the general manager of the company on August 23d, to which he replies on September 1st as follows:

FORT MADISON, IOWA, August 30, 1893.

"W. W. Ainsworth, Esq., Secretary Iowa Board of Railway Commissioners, Des Moines, Iowa:

DEAR SIR.—I have your favor of the 23rd inclosing copy of communication from attorneys of John Glays, and beg to say that we have, in my opinion, complied with the terms of the contract made with Mr. Glays. We have put in a good road crossing and wing fence and cattle guards. Road crossing is as wide as these crossings usually are, and as wide as any crossing on the road. I do not understand why Mr. Glays should not be fully satisfied, as we have made every effort to give him what he desired, and would have done so much sooner had he advised us of the contract he obtained some time ago from parties in charge of the construction of the road.

Yours truly,

J. C. MACKINNON,
General Manager."

On receipt of the foregoing, the Commissioners deemed it advisable to make personal investigation of the locality, and accordingly set Wednesday morning, September 27, to visit the premises, notice of which investigation was forwarded to all parties in interest. After making inspection of the grounds the following letter was sent to General Manager Mackinnon:

DES MOINES, September 28, 1893.

"J. C. Mackinnon, General Manager Chicago, Fort Madison & Des Moines Railway Company, Fort Madison, Iowa:

DEAR SIR.—The Commissioners, after looking over Mr. Glays' crossing, met your superintendent, Mr. Murphy, at Batavia yesterday, and indicated what they regarded as necessary to make Mr. Glays' crossing of your railroad what it should be. At the request of Mr. Murphy the Commissioners put their communication in writing.

The company in procuring the right of way of Mr. Glays, as a part of the consideration agreed to put in and maintain a cattle guard crossing with the necessary wing fences to the same, at the private road leading to the above property between the farms of Huvell and

Elmwood. They observed, when there, that the cattle guards were in, but the crossing was narrow and very steep. The railroad crosses the road at a sharp angle and at a very considerable elevation. In their judgment the roadway should not be less than twelve feet wide on the top, and on the west should reach the natural surface of the ground about sixty feet from the rail; on the east it should have about the same rate of descent, but the ground being higher, would reach the natural surface sooner. On the west side there may be drainage from the east northwest; if this is liable to settle in the road and make a mud hole, some provision may be necessary to pass it under the road. They regard the planking as long enough, and do not think the road should be wide enough to pass a reaper set up, but that it should be so constructed as to pass over it a load of hay or grain without danger.

Very respectfully yours,

BY ORDER OF THE BOARD.

W. W. AINSWORTH,
Secretary.

On October 21st Mr. Mackinnon filed reply to the Board's suggestions in a letter set out below:

FORT MADISON, October 20, 1893.

W. W. Ainsworth, Esq., Secretary Iowa Board of Railway Commissioners, Des Moines, Iowa:

DEAR SIR—Replying to your favor of the 28th ult., I beg to say that upon receipt of your letter I gave instructions to have the crossing on the farm of John Glays improved in accordance with your instructions. Our superintendent now advises me that he has completed the work. I trust this removes all cause for complaint.

Yours truly,

(Signed)

J. C. MACKINNON,
General Manager.

On October 31st Attorneys Leggett & McKenney, of Fairfield, Iowa, were requested to advise the Board promptly whether the complainant had anything further to lay before them in relation to his case. No reply having been received, the case is regarded as closed.

FRENCH & KING, MAXWELL, IOWA.

Rights of lessees of elevators on station grounds or right of way.

On February 2nd, 1893, Messrs. French & King, of Maxwell, Iowa, addressed the following communication to the Board:

MAXWELL, IOWA, February 2, 1893.

Railroad Commissioners, Des Moines, Iowa:

GENTLEMEN—We come to you for a little advice and will state our case as briefly as we can. We are in the lumber and grain business at this place and on railroad ground; have paid the company five dollars per year rent for lumber yard but have never been asked or paid anything for use of ground for elevator that has stood on company's ground for nine years. They now send us a lease to sign and ask us \$5 per year, and in the lease is inserted, first, that we are to run the business in a satisfactory manner to the railroad company; second, that we will release the said company from all damage by fire or otherwise that might have been caused by negligence of railroad employees and stand between them and anyone that might have grain destroyed by railroad company while in said elevator; third, that we will agree to move off in thirty days' notice from railroad company any time, either before or after the expiration of said lease. Now, as we are paying them a large sum of money for freight, we would like to know what our rights are in the case. Have had no trouble with them and have refused to sign the lease, and they write us that if we do not sign it they will ask us to move the elevator off. Please let us hear from you at your earliest moment and oblige

Yours respectfully,

(Signed)

FRENCH & KING.

To this the following reply was sent:

DES MOINES, IOWA, February 8, 1893.

French & King, Maxwell, Iowa:

GENTLEMEN—Yours of the 2d inst. received and the same has been submitted to the Commissioners. The question you ask is one not easily answered. The relative rights of persons

who have erected or own elevators on the station grounds or right of way of the railroad companies in this State and of such companies respectively have as yet received but little consideration by the courts or the law-making power of the State. There is no doubt but that the railroad company should retain some control over its station grounds, although leased to or occupied by private individuals for elevators, lumber and coal yards, etc. At the same time such persons who have expended their money in erecting elevators or other buildings upon such grounds under a lease or license, whether written or oral, granted by such railroad company, should receive some protection in the premises. The Commissioners have no doubt but what the courts will hold when a case is properly presented that the railroad company cannot, arbitrarily and without some good and sufficient reason, revoke such a license, or terminate such a lease, unless ample notice is given, or compensation made for the injuries sustained by such revocation. As the courts of this State have not as yet passed upon such a case as you state, and as it is one for the courts to decide rather than the Commissioners, they do not think that it would be within their province to attempt to advise you as to what your legal rights are in the premises. As showing to some extent the views of the Board upon questions so related in a general way to the one you present, you are referred to the report of the Board for the year 1891, pages 735 and 736, sent you this date, and also, advanced sheets of their report for 1892, page 29.

Very respectfully yours,

(Signed)
By order of the Board.

W. W. AINSWORTH,
Secretary.

JOHN W. SWAIN

VS.

THE CHICAGO, MILWAUKEE & ST. PAUL
RAILWAY COMPANY.

Application for under-crossing.

March 25, 1893, a communication was received by the Board from Mr. Hunter, attorney for the above named complainant, setting forth that Mr. Swain was the owner of a half section of land in Guthrie county in this State, through which the line of the defendant's road runs, and setting forth facts tending to show that complainant was entitled to an under-crossing for stock, and alleging that the grade crossing furnished the complainant by the defendant was dangerous. A copy of the communication was forwarded to Mr. A. J. Earling, general manager of the defendant company, and he replied declining to put in the under-crossing.

September 7, 1892, the Commissioners visited the locality and viewed the premises in question, ascertaining the facts so far as the same could be learned from observation; but no evidence was submitted in any form to be made a part of the record. Since that time considerable correspondence has passed between the Board and the respective parties in relation to the case. November 16, 1892, the complainant's attorney was referred to some then recent cases involving questions of practice before the Board for his consideration in connection with this case. Another case has recently been decided by the Board involving similar legal questions that will probably reach the courts for final determination, and the Commissioners do not consider that the interests of the complainant or the public would be advanced by a decision of this case as it is now presented to them; and said complaint is therefore dismissed without prejudice to the rights of complainant to again bring the matter before the Board at some later period, if he should desire to do so.

Des Moines, Iowa, January 16, 1894.

CITIZENS OF MT. AYR, IOWA,

vs.

Passenger train service.

CHICAGO, BURLINGTON & QUINCY
RAILROAD COMPANY.

Under date of November 12, 1892, a communication was received by the Board from the Attorney-General as follows:

COUNCIL BLUFFS, IOWA, November 12, 1892.

W. W. Ainsworth, Secretary Board of Railroad Commissioners, Des Moines, Iowa.

DEAR SIR—Before undertaking the trial of the Mt. Ayr case in compliance with the recent directions of the Board, I desire to call the attention of the Board to the recent decision in the case of *The State vs. The Milwaukee Railway Company*, from O'Brien county. It will there be seen that such limitations and restrictions are put upon the methods of practice before the Railroad Commissioners and such unexpected exactness required that it is a matter of great doubt whether we can get the full benefit of all there is in the Mt. Ayr case in the present attitude of the record. From this decision it will be seen that about as much exactness is required in the practice before the Board, in so far as the statement of facts is concerned, as well as jurisdictional requirements, as is required in cases of courts of record. The Mt. Ayr case is now quite old, although I have struggled for years, as you know, to bring it to a final hearing. It is likely, under this last decision, that the court would limit us in our proof to the demands of the service along the line at the time the order was made. It is probable that in the meantime many changes have occurred, probably to our benefit, but which we might not be able to avail ourselves of for the reason that they were not before the Board at the time the decision was made. I therefore submit to the decision of the Board whether there ought not to be a new order made after the filing of a complaint in strict compliance with the requirement of the decision above referred to and after observing all the technical minuteness of procedure indicated in the decision. There is one other point to which the attention of the Board is respectfully invited and that is, the general tendency of the decisions of the court at its last term upon the subject of the Commissioners' orders. It is apparent, I think, that the principle which the supreme court has adopted to govern its action is that a clear case must be made out to sustain the order of the board before the court will make a decree based thereon. The Mt. Ayr case is a very important one and it will be the text most likely of the question involved in the Commissioners' orders requiring additional train service of railway companies. It is therefore important that the case be made as strong as possible before the Commissioners, and perhaps supplemented by a finding of facts by the Commissioners, making as formidable a presentation of the necessity for additional service as can be made.

In any event I have thought it to be my duty to bring the foregoing matter to the consideration of the Commissioners, but I am ready to execute their directions already given should they not deem a modification advisable.

Truly yours,

JOHN Y. STONE.

Thereupon a letter was sent, by direction of the Board, to the committee having the matter in charge for the Citizens of Mt. Ayr, as follows:

DES MOINES, IOWA, November 17, 1892.

DAY DUNNING, Z. T. KINSELL and H. A. WHITE, Committee, Mt. Ayr, Iowa.

GENTLEMEN—Inclosed you will find copy of a communication addressed to the Board of Railroad Commissioners by the Attorney-General in relation to the Mt. Ayr case. There is also sent you herewith a copy of the opinion of the supreme court in the case of *The State vs. The C. & M. St. P. Ry. Co.*, referred to by the Attorney-General in his communication. The Board have quite fully considered this and other cases recently decided by the supreme court bearing upon some of the questions involved in this Mt. Ayr case, and are inclined to concur with the suggestions made by the Attorney-General. If your citizens deem it best to follow the course indicated by him please so notify the Board at once and the proper orders will be made as to the case now pending, setting that out of the way.

If you are in serious doubt as to what course would be best under the circumstances, the Board would be pleased to meet your committee here at Des Moines at any time after next

CASES CLOSED BY CORRESPONDENCE.

week, for consultation, or if particularly desired, the Board would again go to Mt. Ayr and discuss the whole matter with your citizens.

Very respectfully yours,

BY ORDER OF THE BOARD.

W. W. AINSWORTH,
Secretary.

To this last the following reply was received:

MT. AYR, IOWA, December 12, 1892.

Board of Railroad Commissioners, Des Moines, Iowa.

GENTLEMEN—Your favor of November 15th came duly to hand, and same has been read and talked over by the committee who have this matter in charge. We have decided that if it could be done, and was in accordance with your views, that it would be better to make an entirely new case and have it tried here in our own county. We are not sure that this can be done. You, of course, can tell us about this. Our citizens are anxious that this matter be pushed to a final issue, and if we get beat at this we will have to try some other way. Please let us hear from you in regard to points stated above.

Very truly yours,

DAY DUNNING,
H. A. WHITE,
Z. T. KINSELL,
Committee.

Prior and during the time covered by the foregoing correspondence, several interviews were had between some of the officials of the railroad in question and the Commissioners in relation to the matter involved in said case, being that of better train service on the branch of said railroad on which Mt. Ayr is located. The Commissioners have recently been informed that while such train service is not yet entirely satisfactory to the people along that branch of road, the same has been materially bettered by the more regular running of the train in question and that of extra trains occasionally to take out live stock. Probably owing to such improved state of affairs no new complaint has been filed, or new case commenced before the Commissioners as intimated in the last letter of the committee heretofore given.

F. M. WILSON, MAYOR OF TEMPLETON,

vs.

Passenger train service.

CHICAGO, MILWAUKEE & ST. PAUL
RAILWAY COMPANY.

On May 20, 1893, Mr. F. M. Wilson placed before this Board his complaint against the Chicago, Milwaukee & St. Paul, claiming that the town of Templeton was being unjustly discriminated against in the matter of train service, and praying the Commissioners for an order making Templeton a "flag station for the morning and evening trains." On the same date Mr. W. Ekstrom, a stock dealer, joined by letter in the same request, adding that the public good demanded that trains Nos. 1 and 4 stop at the station of Templeton.

The substance of both the above complaints were forwarded to Mr. A. J. Earling, general manager of defendant road, to which Mr. Earling made the following reply:

CHICAGO, June 8, 1893.

MR. W. W. AINSWORTH, Secretary of Board of Railroad Commissioners, Des Moines, Iowa.

DEAR SIR—I am in receipt of your letter of the 31st ult., enclosing a communication from Mayor Wilson and Mr. Ekstrom, of Templeton, Iowa, in reference to stopping our trains Nos. 1 and 4 at that station. In reply I have to say that when the time of these two trains was

changed, on May 7th, it was somewhat lengthened and we immediately began to stop them at nearly all of the stations west of Manilla, so that people on that part of the line might go to Council Bluffs in the morning and return in the afternoon.

We are making as many stops with these trains as the running time will permit. It is impossible for them to stop at all of the stations on the west end of the line and reach their destination on time.

Yours truly,

A. J. EARLING,
General Manager.

Messrs. Wilson & Ekstrom were notified of the position taken by Mr. Earling, and on June 15th they filed further complaints and insisted that it was unjust to the public and injurious to the business interests of the town, and further prayed that relief might be granted through the orders of the Board. After again being addressed on the subject Mr. Earling, under date of August 25th, says:

"DEAR SIR—In reply to your letter of the 23d, enclosing a complaint from F. M. Wilson, mayor of Templeton, Iowa, I can only repeat the statement made in my letter of June 25th, viz.: That it is impossible for us to make the time with trains Nos. 1 and 4, if we undertake to stop them at all of the stations on the west end of the line. We are now making as many stops as it is possible for these trains to make and reach their destination on time. For these reasons we must decline to stop at Templeton.

Yours truly,

A. J. EARLING,
General Manager."

After some correspondence of much the same nature, not being able to arrive at any satisfactory solution of the trouble, the board fixed Tuesday, October 17th, as a date to visit Templeton and make an investigation of the case, and all interested parties were so notified.

October 16th the following was wired this office:

TEMPLETON, October 15, 1893.

"W. W. Ainsworth, Secretary:

A representative of the Milwaukee has been here to-day to confer with you concerning train service at this place, and it is probable that we will arrive at an amicable settlement, and you will please defer your visit.

(Signed)

F. M. WILSON,
Mayor."

And it is presumed the matter has been adjusted, and the case is closed.

CITIZENS OF KENWOOD PARK, IOWA,

VS.

CHICAGO, MILWAUKEE & ST. PAUL
RAILWAY COMPANY.

Petition for station.

On August 23, 1893, the following petition was received and placed on file:

KENWOOD PARK, IOWA, AUGUST 23, 1893.

The Railroad Commissioners of Iowa, Des Moines, Iowa:

GENTLEMEN—In behalf of the citizens of the town of Kenwood Park, Iowa, situated midway between Cedar Rapids and Marion, we, the subscribers, appointed by the city council, would respectfully ask the establishment of a switch and a station on the above named railroad at this place.

Kenwood Park has been an incorporated town for about eight years, has about 300 inhabitants, has a grocery, meat market, printing office, post-office and school, and is improving rapidly. The

Kenwood City division of the Chicago, Milwaukee & St. Paul Railway being the only railroad through the town.

Trusting that your Board will take action on this matter as early as possible, we are

Respectfully yours,

L. FITCHER,
W. B. CARR,
N. F. HANSEN,
Committee.

P. S.—We desire the same to be placed at Second street or Third street, between Second and Third, Kenwood Park.

On August 24, 1893, it was supplemented by the following:

CEDAR RAPIDS, IOWA, August 22, 1893.

The Railroad Commissioners of Iowa, Des Moines, Iowa:

GENTLEMEN—In our letter yesterday in regard to a switch and station on the Chicago, Milwaukee & St. Paul Railway, at Kenwood Park, Iowa, our committee omitted to state that we desired the same to be placed at Second street, or at Third street, or between Second and Third streets, Kenwood Park, Iowa. Will you kindly pin this letter to the one sent you yesterday, and oblige,

N. F. HANSEN,
Secretary for the Committee.

Correspondence was entered into between the Board and the company complained of, the Board in the meantime making personal examination of the locality in question. After the above examination the complainants were replied to as follows:

DES MOINES, September 7, 1893.

Messrs. L. Fitcher, W. B. Carr and N. F. Hansen, Kenwood Park, Iowa:

GENTLEMEN—Your application for a flag station and side track on the Chicago, Milwaukee & St. Paul Railway, between Second and Third streets, in Kenwood Park, has been considered by the Board. In view of the passenger facilities between Kenwood Park and Cedar Rapids and Marion and the short distance to these places, they have grave doubts whether the courts would enforce an order at the present time, if it should be made. From personal conversation with officers of the company they discovered a disposition, as they think, to comply with your wishes as soon as the present money stringency is over. It is probable that you can secure more advantage from the voluntary action of the company than from any order of this Board at this time.

Very respectfully yours,

BY ORDER OF THE BOARD.

W. W. AINSWORTH,
Secretary.

C. D. LUTHER, ROAD SUPERVISOR,
MARCUS, IOWA,

VS.

ILLINOIS CENTRAL RAILROAD COM-
PANY.

Grading road crossings.

On November 8, 1893, Mr. C. D. Luther, of Marcus, Iowa, applied to the Board for information regarding the matter of grading of road crossings, his letter being set out below:

MARCUS, IOWA, November 7, 1893.

The Railroad Commissioners, Des Moines, Iowa:

GENTLEMEN—I want to know if a public road crossing the Illinois Central between sections 31 and 32, Marcus township, has to grade the road inside of the company's line. This road has been traveled by going through gates on private land off of road. The company's attorney has offered to put in crossing and cattle guards if district will do the grading. Please give me all the points on it, as we must have the road open. Please answer by return of mail. Are all section lines established roads or not?

Yours respectfully,

C. D. LUTHER,
Road Supervisor District No. 4, Marcus, Iowa."

To the above the Board directed the following reply:

DES MOINES, IOWA, November 8, 1893.

C. D. Luther, Esq., Marcus, Iowa:

DEAR SIR—Yours of the 7th inst. has been received and submitted to the Commissioners. I am directed to say in reply that there is no law of this State making section lines legal highways. If roads are desired along such lines they must be established by the proper authority, the same as in any other locality. As to your other question: In relation to crossings, the statutes of the State require every corporation constructing or operating a railway, "to construct at all points where such railway crosses any public highway, good, sufficient and safe crossings and cattle-guards." Our supreme court in passing upon that provision of the statute has used the following language:

"The term crossings occurring in the statute used to indicate the structure intended as a means of crossing the railroad. It is not confined simply to that part of which is upon the railroad track. This is obvious from the fact that if the embankment or excavation is demanded to enable vehicles to cross the railroad, a simple structure upon the track would not be the means of attaining the end required, viz: the crossing of the railroad. There would in such case be no crossing, a term including everything necessary to enable travel to cross the track."

It would appear to be the duty of the railroad company in your case to do whatever is necessary to make a proper and safe crossing over their railroad track or tracks which would include the grading for the necessary approaches to the crossing. Outside of that whether inside or outside of the right of way of the company, the proper highway authorities would have to do the work the same as upon any other part of the highway not upon the right of way of any railroad.

Very respectfully yours,

BY ORDER OF THE BOARD.

W. W. AINSWORTH,
Secretary.

HORACE BOIES, GOVERNOR OF IOWA,

VS.

BURLINGTON, CEDAR RAPIDS & NORTH-
EAST RAILWAY COMPANY.

On December 23, 1892, Governor Boies addressed the following communication to the Board regarding the subject of round trip shipments of stock cattle:

*Reduced rates on round trip shipments
of stock cattle.*

EXECUTIVE OFFICE,
DES MOINES, IOWA, December 23, 1892.

To the Railroad Commissioners of the State of Iowa:

GENTLEMEN:—Permit me to submit for your opinion the following questions:

First.—Under our laws and the rules and regulations prescribed by your body for regulating rates on railways, may a railway company within this State contract to carry stock cattle a round trip from one point on its line to another at one season of the year and return the same cattle to the point of first shipment at another season for a gross sum per car or hundred pounds for the round trip, without affecting its right to charge a greater price for the transportation of the same kind of stock in one direction only, a distance equal to the aggregate of the round trip, provided it makes the same rates for all persons on round trip contracts?

To illustrate, let me suppose that I desire to ship stock cattle from Grundy Center to Rodman, on the line of the Burlington, Cedar Rapids & Northern, a distance of 112 miles, in the spring for pasture and return them in the fall to the point of first shipment, the aggregate distance being 224 miles, and my neighbor desires to ship the same kind of cattle a distance of 224 miles in one direction, may the railroad company make a contract with me to carry my cattle the round trip for a gross sum per car or hundred pounds without affecting its right to charge my neighbor a greater price for his shipment in one direction only, provided the same rates are made to all persons on like contracts, and provided, further, that the charges on neither contract exceed the maximum charge established by your Board?

Second.—If, under regulations now established, the right to contract for round trip at a less rate than is charged for a trip in one direction equal to the aggregate of the round trip, does not exist, may your body establish a maximum rate for round trip which will not affect contracts for shipments in one direction only, provided the same rates are made to all persons on round trip contracts,

third.—Assuming that such power exists, in the opinion of the Board, would it be proper to establish a maximum rate for round trips that would not affect rates for the shipment of like cattle or any other kind of cattle in one direction only?

I am led to make these inquiries because in some parts of the State it is a convenience to stock men to be able, at rates they can afford, to send their live stock from the more thickly settled portions of the State to the newer counties for pasturage in summer, and sometimes from one point to another in the fall in winter, and in each case to be returned at the end of the season to the point from which originally shipped.

Respectfully yours,

HORACE BOIES.

To the above the Board directed the following reply:

IOWA BOARD OF RAILROAD COMMISSIONERS,
DES MOINES, IOWA, February 10, 1893.

Hon. Horace Boies, Governor of the State of Iowa, Des Moines, Iowa:

DEAR SIR.—Your communication addressed to the Railroad Commissioners of the State under date of December 23, 1892, was duly received and submitted to the Board.

It has received their careful consideration, and it is the opinion of the Board that within the limits presented in section 8, of the acts of the Twenty-second General Assembly (section 5, chapter 25, acts of Twenty-second General Assembly) as to a charge for a shorter than for a longer distance over any line of railroad, that the Board has authority under the laws now in force to establish a maximum rate for the carrying of live stock for a round trip that will not affect the rates for shipments in one direction only, and in the judgment of the Board it is expedient and proper, and for the public interests, as well as that of the carrier, that such a rate be made or allowed.

The Board has, therefore, in connection with a revision of the schedule of rates and classification of freight for the different railroads of the state, just completed by the Board, made the following provision in said revised classification, under the head of live stock, to-wit:

"Stock cattle, or feeders, and calves, may be carried a round trip from one point on any line of railroad to another point at one season of the year, and return the same stock to the point of first shipment at another season at the same rate per hundred pounds for the aggregate distance constituting the round trip as for the same distance for a shipment in one direction on the same line of railroad of the same kind of stock."

Very respectfully yours,

BY ORDER OF THE BOARD.

W. W. AINSWORTH,
Secretary.

L. C. BESLEY, COUNCIL BLUFFS, IOWA.

VS.

CHICAGO, BURLINGTON & QUINCY RAIL-
ROAD COMPANY.

Overcharge on sand.

On July 24, 1893, Mr. L. C. Besley, of Council Bluffs, addressed the following letter to the Board regarding the matter of alleged overcharge by the Chicago, Burlington & Quincy Railroad Company on shipment of sand:

COUNCIL BLUFFS, IOWA, July 21, 1893.

W. W. Ainsworth, Esq., Secretary, Des Moines:

DEAR SIR.—When Mr. Smith was in Des Moines he understood the Commissioners to say that Mr. Treichel, of the Chicago, Burlington & Quincy, had agreed with the Board to protect all contractors on its line in contracts made before the company advanced the sand rate to conform to Commissioners' classification of date March 1, 1893. We were working on a contract up to December, 1892, and took another one in January, 1893, and did not know of any advance in rate till some time in May. I went to see Mr. Davenport about it and he laid it all to the Commissioners. I told him I didn't think it was just right, as we had taken this contract under the old rate and he knew it. He admitted it and said he would write to the Commissioners and recommend that they give us the old rate till this contract was finished. I waited some time, and he then told me he had got reply but could do nothing for me. Kindly give me what information you have and also ask Mr. Treichel, of the Chicago, Burlington & Quincy, for confirmation of agreement to protect contracts made before rate was advanced. Awaiting your reply, I am

Yours truly,

J. A. HARRIS & CO.,
By L. C. Besley.

This communication was subsequent and supplementary to Mr. Besley's formal complaint of rates on sand, which will be found under "complaints" in another part of this volume. The matter was taken up with Mr. J. M. Bechtel, division freight agent of the Chicago, Burlington & Quincy Railroad company, whose reply is set out below:

BURLINGTON, IOWA, July 28, 1893.

W. W. Ainsworth, Esq., Secretary of Board of Railroad Commissioners, Des Moines, Iowa:

MY DEAR SIR—I have yours of July 26th, enclosing copy of letter from L. C. Besley of J. A. Harris & Co., Council Bluffs, Iowa, July 21st.

I did state to the Board that we were perfectly willing to protect all contracts on sand and stone made on a basis of soft coal rates, as we did not think it right that the contractors who had made these contracts should suffer. This suggestion was made by me in view of the fact that the rates remain as they were, Class E, but it was not made with understanding that we would refund on or protect any contracts if the Commission set the rates back to soft coal rates. I think I made this plain to the Commission at the time.

Correcting the last four lines of your letter, I will also say that I made the statement that the sand was hauled from Afton Junction (which was less than fifteen miles), to Creston; also from a point a few miles south of Council Bluffs, on the Kansas City road into Council Bluffs.

In view of the fact that the Commission has reduced rate from Class E to soft coal rates, and the suggestion made by me that we were willing to protect all contracts made on a basis of soft coal rates until they expired, if the Commission would permit the rates to remain Class E, I do not see why we should be asked to refund on or protect any contracts.

I should like to hear from you further on the subject before any action is taken.

Yours truly,

J. M. BECHTEL,
D. F. & P. A.

Mr. Besley was furnished with a copy of the above, to which he replied as follows:

COUNCIL BLUFFS, IOWA, August 4, 1893.

W. W. Ainsworth, Esq., Secretary Railroad Commissioners, Des Moines, Iowa:

DEAR SIR—Yours of the 26th of July, enclosing a copy of Mr. Bechtel's reply is received. It occurs to me that Mr. Bechtel's position is not at all right. If it was right to protect my rate under my contract before the rate was changed back to soft coal it is still right to do so. The fact that the Commissioners saw fit to advance the rate to Class E, and afterwards restored it to soft coal rate, should not be a factor so far as I am concerned in my relations with the company and rights under law and custom, and Mr. Bechtel's voluntary promise as well. I can see no reason why I should stand a heavy loss through an advance in rate which I was powerless to prevent. It is my understanding that it is customary to protect contracts taken as my contract was until finished, and that is all I asked Mr. Davenport for in the first place. He admitted it was an injustice to us and he would recommend to the Commissioners that we be allowed the old rate till contract was finished. I think Mr. Bechtel's statement to the Board will bear me out in this respect. While waiting Mr. Davenport's reply from the Commissioners I paid all bills under protest, as I could not stop my work. Now after he reports he can do nothing for me I go a step further and lay the matter before the Commissioners and they see the injustice and replace the rate. I am still entitled to a rebate. Had I quit work till after the Commissioners had time to look the matter up and report on it, they would not have got the overcharge, but I had to keep on with my contract and kept shipping sand and paying my freight bills. I don't see that they are entitled to keep the overcharge, and trust you will do it and instruct Mr. Bechtel that the overcharge be refunded to me at once. I think from Mr. Bechtel's letter (the last three lines) he is a little unsettled in his own mind what is right. Even handed justice is all I ask, and trust I shall get it.

Yours truly,

L. C. BESLEY.

In answer to the foregoing the following was directed by the Board to be sent Mr. Besley:

L. C. Besley, Council Bluffs, Iowa:

DES MOINES, IOWA, August 23, 1893.

DEAR SIR—In reply to your letter of August 4, asking the Commissioners to protect your contract for the haulage of sand, the rate on which was increased by the Board from soft coal rates to Class E, I am directed to say that under the provisions of section 17, chapter 28, of the laws of the Twenty-second General Assembly, that the Commissioners were directed to make for each of the railroad companies doing business in the State, a schedule of reasonable maximum rates of charges, which includes classification, and that the rates so fixed shall be deemed and taken in all courts of

this State as *prima facie* evidence that the rates therein fixed are reasonable and just maximum rates for the transportation of freight and cars upon the railroads. The Commissioners were also directed to change and revise said schedules as often as circumstances may require. In compliance with this section of the law they issued a schedule of reasonable maximum rates of charges, including classification, to take effect March 1, 1893. In this sand and gravel were changed from soft coal (umpy) rates to Class E. They have since, for satisfactory reasons, changed this rate back again, thereby admitting that their action was an error. Their official action was, however, in compliance with the provisions of the law, and they are not in position to say to the railway company that it is not entitled to compensation given to Class E freight while this rate was in force.

Very respectfully yours,

BY ORDER OF THE BOARD.

W. W. AINSWORTH,

Secretary.

J. C. MACKINNON, GENERAL MANAGER
CHICAGO, FORT MADISON & DES
MOINES RAILWAY COMPANY.

Inquiry in matter of killing of stock.

The subjoined communication, received from the general manager of the Chicago, Fort Madison & Des Moines Railway Company, regarding the matter of killing of stock, together with the answer of the Board thereto, are self-explanatory:

"FORT MADISON, IOWA, September 30, 1893.

W. W. Ainsworth, Esq., Secretary Iowa Board of Railroad Commissioners, Des Moines, Iowa:

DEAR SIR—We recently killed two head of stock at a private road crossings. This property has the necessary cattle-guards and wing fences. The cattle have been permitted to pass at leisure from the pasture on one side of the track to the pasture on the other. We are asked to settle for the loss in this case, but I cannot see how we are responsible, as there is nothing that we could have done to prevent it.

Will you kindly advise me if there is any definite law relative to crossings of this nature? I attach hereto a rough drawing which will give a better idea of the situation at the crossing referred to.

Yours truly,

J. C. MACKINNON,
General Manager.

DES MOINES, IOWA, October 4, 1893.

J. C. Mackinnon, General Manager Chicago, Fort Madison & Des Moines Railway Company, Fort Madison, Iowa:

DEAR SIR—Yours of the 30th ult., in relation to stock killed at private road crossing, has been received and submitted to the Commissioners.

You are, no doubt, familiar with the provision of the statutes of this State in relation to fencing railways. Section 1299 of the Code provides that "Any corporation operating a railway that fails to fence the same against live stock running at large, at all points where such right to fence exists, shall be liable to the owner of such stock injured or killed by reason of the want of such fence, for the value of the property or damage caused, unless the same was caused by the wilful act of the owner of his agent," etc.

Chapter 30 of the Acts of the Twenty-second General Assembly (Session Laws 1893, page 51), requires all railroad corporations, which had not then fenced their tracks, to do so, and required the fences along the right of way to be "so connected with cattle-guards at all public highway crossings, as to prevent cattle, horses and other live stock from getting on the railroad tracks," and new roads are to be built within six months after completion, with certain exceptions. The last section of said Act reads as follows:

"Nothing herein contained shall relieve said railroad corporations from pecuniary liability arising from the killing or maiming of live stock on said track, or right of way by said corporation, that may occur through the negligence of said corporation, or its employees, and provided, further, that nothing in this act shall be construed so as to interfere with the right to open, or private crossings, as now maintained, or with the right of persons to such crossings. Provided, further, that nothing in this act contained shall in any way limit or qualify the liability of any corporation, or person, owning or operating a railway that fails to fence the same against live stock running at large, for any stock injured or killed by reason of the want of such fence as now provided for in Section 1299 of the Code of 1873."

Our supreme court has decided in a number of cases that the companies are not required to fence where it would not in view of public convenience be fit, proper or suitable for it to do so; for instance, depot or station grounds may be left uninclosed when the business of the roads and the interests of the public so require, and in cases of killing stock at points where the railway has not the right to fence (for instance highway crossings and station grounds) the company would not be liable for the damages unless guilty of negligence.

You say in your letter that the stock in question was killed "at a private road crossing which has the necessary cattle guards and wing fences. The cattle have been permitted to pass at leisure from the pasture on one side of the track to the pasture on the other." You do not state the situation quite fully enough for the Commissioners to answer very definitely. Is this simply intended to take the place of an ordinary farm crossing, or is it a crossing on a private road in the sense in which these words are generally used? Was such a crossing put in under an agreement between the land owner and the company? Code, section 1288, requires the company to make proper cattle guards where its railway enters or leaves any improved or fenced land and to construct at all points where it crosses any public highway good and sufficient crossings and cattle guards, but the statutes of this State do not anywhere, so far as the Commissioners are informed, say anything about such a private road crossing and used simply as such. Section 1268 of the Code provides that when any person owns land on both sides of any railway the company shall, when requested so to do, make and keep in good repair "one cattle guard and one causeway or other adequate means of crossing the same at such reasonable place as may be designated by the owner."

Under that section our courts hold that the company, as a rule, have a right, and it is their duty, to erect and maintain gates at such crossings to keep stock off their tracks, but they have so far laid down as an exception to the rule the case "where the only practicable means of reaching a highway that a citizen has is across the railway, he being the land owner, may insist that an open crossing be provided for him by means of which he may reach the highway without stopping to open gates or remove bars." In such a case or in a case where such a crossing had been put in at the request of a land owner for the passage of his stock from one part of a pasture to another over the railroad track, the courts might hold that such a crossing, so far as stock getting thereon belonging to such land owner, is concerned, partakes of the nature of a public highway crossing, and that the railway company would not be liable for injury to the same unless guilty of negligence. The Commissioners are not aware, however, of any decision of our own supreme court directly on that question.

Very respectfully yours,

BY ORDER OF THE BOARD.

W. W. AINSWORTH,
Secretary.

CEDAR FALLS PAPER MANUFACTURING
COMPANY.

VS.

Joint rates.

IOWA CENTRAL RAILWAY COMPANY.
CHICAGO GREAT WESTERN RAILWAY
COMPANY.

On January 10, 1893, the following letter was received:

CEDAR FALLS, IOWA, January 9, 1893.

W. W. Ainsworth, Secretary Board of Railroad Commissioners, Des Moines, Iowa:

DEAR SIR—We have been receiving some coal and some slack from Duncouth over the Walsh and Chicago Great Western Railway. We have also had some from Ottumwa over the Iowa Central and the Chicago Great Western. We are now notified that after the first of January, 1893, the freight will be raised 21 cents per ton on the ground that the roads refuse any longer to take 80 per cent. of the tonnage. What right have they to do so, and are we compelled to submit to this extortion? An early answer will much oblige us.

Yours respectfully,
CEDAR FALLS PAPER MANUFACTURING COMPANY

The foregoing was answered by the Board as follows:

DES MOINES, IOWA, January 12, 1893.

Cedar Falls Paper Manufacturing Company, Cedar Falls, Iowa:

GENTLEMEN—Your letter of January 9 received. You say that you are now notified that after January 1st the freight on coal to be raised 21 cents, the roads refusing to take 80 per cent. of the tonnage, and you ask what right they have to do so, and are we compelled to submit to this extortion?

The Railroad Commissioners, after the passage of the joint rate law, fixed slightly per cent. of the tonnage as the maximum rate each road should be allowed to charge as its part of a joint rate. A case involving the authority of the Board was argued in September, at Council Bluffs, before Judge Deemer, but the decision has not been announced. It is possible that the provisions of the law were not fully complied with in the case before Judge Deemer. If your company desires to make a new case, the Commissioners will arrange to bring it to an issue, following the strict letter of the law and avoiding what has been claimed to be the defective points in the case already tried. It is very important that some case be made as soon as practicable to determine the controversy, and the Board have of no party interested or that will give the matter closer attention than your company. The expenses of litigation will be borne by the State.

Very respectfully yours,

W. W. AINSWORTH,

Secretary.

BY ORDER OF THE BOARD.

No further communication having been received from complainants the case was closed without prejudice.

D. J. CARPENTER, BELLOIT, IOWA,

VS.

CHICAGO, MILWAUKEE & ST. PAUL
RAILWAY COMPANY.

Failure to furnish cars.

On September 21, 1893, communication was received from D. J. Carpenter, of Beloit, Iowa, stating in substance that he desired to enter a complaint against the Chicago, Milwaukee & St. Paul Railway Company, for failure to furnish cars for shipments of grain; that he was a regular buyer of grain and stock; that he put in orders for cars regularly as required; reported every day to the company the amount of grain on hand and notified the superintendent that he would require three cars each day; that the stringency of the money market required close shipments, and that in the past week he had repeatedly asked for cars; that on the day of writing he was blocked with twenty car-loads of grain on hand and no means of moving it; that the company claimed to have more cars than they could use, but there is not an empty one in sight on this division; cars that he had shipped to Milwaukee twelve days ago were not in yet and market declining. He applied to the Commission for such assistance as it might be able to render him. On September 23d the matter was laid before General Manager A. J. Earling, of the company. He made the following replies:

CHICAGO, September 26, 1893.

Mr. W. W. Ainsworth, Secretary of Board of Railroad Commissioners, Des Moines, Iowa:

DEAR SIR—I am in receipt of your letter of the 23d in reference to complaint from D. J. Carpenter, of Beloit, Iowa. In reply I have to say that all calls for cars at Beloit have since been filled. I am investigating the alleged delay in the movement of cars from Beloit to Milwaukee.

Yours truly,

A. J. EARLING,
General Manager.

CHICAGO, September 28, 1893.

Mr. W. W. Ainsworth, Secretary of Board of Railroad Commissioners, Des Moines, Iowa:

DEAR SIR—Replying further to your letter of the 21st, in reference to the complaint of D. J. Carpenter, in which he states that cars shipped by him to Milwaukee twelve days ago had not arrived

there. Upon investigation I find that there has been no delay whatever on any of the freight shipped from Beloit, Iowa, to Milwaukee since September 9th, that being the date to which he refers, and that in no case has a car been in transit over four days.

Yours truly,

A. J. EARLING,
General Manager.

On September 28th the Board telegraphed Mr. Carpenter, asking for information as to how he was then being supplied with cars, and on the same date the complainant sent the following reply, which closes the case:

BELOIT, IOWA, September 28, 1893.

"Answering your telegram to-day. Cars are coming nicely the past few days. Thank you very much for the help.

Yours respectfully,

D. J. CARPENTER.

E. J. EDMONDS, MARCUS, IOWA.

VS.

Cleaning grain in transit.

ILLINOIS CENTRAL RAILROAD COMPANY.

On October 24, 1893, the following communication regarding the subject of cleaning grain in transit, was received from E. J. Edmonds, of Marcus:

"MARCUS, IOWA, October 23, 1893.

Iowa Railroad Commissioners, Des Moines, Iowa:

GENTLEMEN—Have you anything to do or any control in regard to cleaning grain in transit? The Illinois Central Railroad permits the Dickey Co. to clean grain in transit, but won't me. Please let me know about this matter and oblige.

Truly,

E. J. EDMONDS.

In answer thereto the following was addressed to him by the Board:

DES MOINES, IOWA, October 25, 1893.

E. J. Edmonds, Esq., Marcus, Iowa:

DEAR SIR—Yours of the 23d inst., asking whether the Commissioners have any control over the matter of cleaning grain in transit, is at hand.

The statutes of this State make it unlawful for any common carrier subject to those laws, "to make or give any preference or advantage to any particular person, company, firm, corporation or locality, or any particular description of traffic in any respect whatsoever," with certain qualifications that do not affect the matter you inquire about.

If you will state more fully the circumstances under which you claim others are allowed to clean grain in transit, and where it is done, and the circumstances under which you were refused the same privilege, the Commissioners will be able to answer your questions more definitely.

Very respectfully yours,

BY ORDER OF THE BOARD.

W. W. AINSWORTH,
Secretary.

On November 2, Mr. Edmonds again addressed the Board as follows:

MARCUS, IOWA, November 2, 1893.

W. W. Ainsworth, Des Moines, Iowa:

My complaint in regard to cleaning grain in transit is as follows: I have four houses west of George, Edna, Iowa, is the first one, Steen, Minnesota, and Ben Clair, South Dakota, are the four houses that we want to do the cleaning from at George, Iowa. These houses are located on the Sioux Falls branch of the Illinois Central Railroad. Now the E. M. Dickey Company has always cleaned in transit at East Dubuque, their stuff from these points, and we see no reason why we want to do the same thing at George. Of course the Dickey Company is not running now, but have been for years and have a regular cleaning house at East Dubuque. I don't know of any one

that is doing a cleaning in transit business on their line now, but the Burlington, Cedar Rapids & Northern, in direct competition with us, allow their men to clean in transit at two or three different places. Now if there is any way that we can get the Illinois Central Railroad people to allow us to clean our grain at George from these points please let me know.

Yours truly,

E. J. EDMONDS.

On November 15, copies of the two letters above referred to were sent to J. T. Harahan, second vice-president Illinois Central Railroad Company.

On November 20, 1893, Mr. Edmonds again wrote the Board as follows:

MARCUS, IOWA, November 20, 1893.

Mr. W. W. Ainsworth, Secretary, Des Moines, Iowa:

The railroad company put the cleaning in transit in effect again a few days ago, and then this morning their traveling freight agent had me meet him at the train and he told me that they had notice from the Commission that I had taken the matter up with that body, and so they withdrew their order to their agents on the ground that they wanted a decision from the Commission, so we can't clean at George now again. Please investigate this matter and let me know as soon as possible. I have the four houses that I must clean the stuff from at George. Now the Chicago & Northwestern allows cleaning in transit, and Burlington, Cedar Rapids & Northern allows their shippers to clean in the same way, and the Illinois Central Railroad has always allowed Dickey to clean at Dubuque, and if I am not mistaken the Illinois Central Railroad own the cleaning house at Dubuque. Now, it is very evident that they are a little stubborn about this matter of allowing me to clean, and now any information that I can give you in the matter I will cheerfully do so. I suppose the company will argue the point before you and try to show their side of the case. Now, all we want is the same privilege that other shippers on the road have had and that other roads give their shippers. They seem to have reconsidered their order not to clean, and then when I had taken it up with the Commission they refuse to allow me to clean again. I am very anxious to get this matter fixed up so as to get to cleaning again. I asked the agent before I wrote you the last letter if they were going to allow me to clean and he said not, and this morning when I saw him he acknowledged that, but blamed me for advising the Commission of the fact.

Yours,

E. J. EDMONDS.

Mr. Harahan replied on November 23, 1893, to the case, copy of which was sent Mr. Edmonds on December 7, 1893, Mr. Edmonds replying on December 9, 1893, as per following:

CHICAGO, November 23, 1893.

Mr. W. W. Ainsworth, Secretary Iowa Board of Railroad Commissioners, Des Moines, Iowa:

DEAR SIR—Referring to your favor of the 13th inst., enclosing complaints made by Mr. E. J. Edmonds, of Marcus, Iowa, I beg to advise you that this is an interstate matter, and had already been arranged by our traffic department before receipt of your communication. If this gentleman will act fairly toward this company he will be treated properly, if he does not, we shall certainly undertake to protect our interests. He can explain to you what we mean, if he so desires.

Yours truly,

J. T. HARAHAN,
Second Vice-President.

MARCUS, IOWA, December 9, 1893.

Mr. W. W. Ainsworth, Secretary, Des Moines, Iowa:

Yours to hand, and in reply will say that the Illinois Central Railroad Company has put in the cleaning in transit at George again now and is all O. K. We are very much obliged to the Commission for their trouble.

Yours truly,

E. J. EDMONDS.

P. A. WOLFF, CEDAR RAPIDS, IOWA.

VS.

CHICAGO & NORTHWESTERN RAILWAY COMPANY.

Refusal to switch cars.

In June, 1892, P. A. Wolff, of West Cedar Rapids, desired to load some brick destined for Grundy Center, in cars of the Burlington, Cedar Rapids & Northern Railway, at a switch belonging to the Chicago & Northwestern Company in West Cedar Rapids, and the cars were tendered for that purpose. The railroad company refused to haul the cars or to have the brick loaded on their switch. The reason assigned was that the switch was not public in its character, and was simply put in for the accommodation of Chandler & Son, and that there is no obligation on the part of the Chicago & Northwestern Railway Company to receive at Cedar Rapids business consigned to points on the Burlington, Cedar Rapids & Northern Railway. The Burlington, Cedar Rapids & Northern Railway have sidings in West Cedar Rapids, but owing to the condition of the highway they could not be reached by loaded teams. After some correspondence on October 18, 1892, Mr. Whitman, general manager of the Chicago & Northwestern Railway, writes that his company is advised that the Commission has no jurisdiction or authority to entertain such a complaint or to make a decision thereon that will be binding on his company. On January 12, 1893, the Board writes Mr. Whitman as follows:

Mr. J. M. Whitman, General Manager Chicago & Northwestern Railway Company, Chicago, Illinois.

DEAR SIR—Under date of June 6, 1892, Mr. P. A. Wolff of Cedar Rapids, filed a complaint with the Board of Railroad Commissioners, as follows:

"Your petitioner says that the Chicago & Northwestern Railway Company runs through West Cedar Rapids, Linn county, State of Iowa, and the said railway company has a public switch whereon the said railway accommodates the general public, allowing them to load and unload cars thereon, and said railway has placed cars thereon to be loaded and unloaded for others; that your petitioner has a brick yard near said switch and have a large amount of brick to ship out and coal in; that the roads from their brick yard to the above-described switch are good macadamized roads, excepting a few rods and are passable at all times of the year; that on the — day of — A. D. 1892, he sold a large amount of brick which he wanted to ship to Grundy Center, Iowa, a point on the Burlington, Cedar Rapids & Northern Railway, and he wanted to ship them by cars and he went to the Chicago & Northwestern Railway Company to take up cars from the Burlington, Cedar Rapids & Northern Railway Company on the above described railway switch, and he went several times to the agent of Chicago & Northwestern Railway Company and asked them, and requested and demanded them to place cars for him on said switch, all of which they refused.

"The Burlington, Cedar Rapids & Northern Railway Company at each of said times offered to furnish all cars he wanted, and the Chicago & Northwestern Railway Company having a switch engine there, but they at each instance refused to deliver or put cars there and there was plenty of space on said sidetrack to place said cars, and at the same time the public roads from his brick yard to all other switches and side tracks were impassable. They were impassable to all other switches and sidetracks, and especially to the switches and sidetracks of the Burlington, Cedar Rapids & Northern, and have been so since the first day of March, 1892. That the said switch is at least one mile nearer to his brick yard than any other switch, and the only one he could really haul brick to at the times we made the above request for cars and before and since. Your petitioner further says that the last three years he loaded bricks on the cars there and they furnished him with cars and took and delivered his cars of coal on said switch and for several years prior to last year. That this petitioner has been damaged by the acts of the railroad company in the sum of two hundred dollars, which he claims.

"P. A. WOLFF.

"Dated this 6th day of June, A. D. 1892."

On June 30, 1892 you write the Board stating that Mr. Wolff is not correct as to his allegations

and saying that your company has no public switch at the location described, nor does it accommodate the general public in allowing them to load and unload cars on any track at the point named. The track referred to is a spur track put in for the accommodation of the pump works of Chandler & Son:

To this claim on the part of your company, Mr. Wolff replied as follows:

"We in reply to the answer of the Chicago & Northwestern Railway Company, desire to say that the Chicago & Northwestern Railway Company has a side track or switch by the Cedar Rapids pump works (not the spur on switch at the Chandler & Son pump works), but this switch where this complaint is made by us is at or near the Cedar Rapids pump works which is used by the public generally. I will name some parties here that have used this side track, to-wit: Wm. King & Co., C. F. Hatchins, David Roberts, Hamilton & Amidon, Cedar Rapids Pump Co., Ogden Flow Works, Stand and Oil Co. These men and lots of others have been doing business for many years on that switch. C. F. Hatchins has been shipping in and out loading and unloading cars there and belonging to Burlington, Cedar Rapids & Northern Railroad Co. and from other roads.

"We also refer you to J. F. Allison of Cedar Rapids, Iowa; he can give you full information how extensively this switch has been used. Now in April 1892 Mr. P. A. Wolff was ordered by the Burlington, Cedar Rapids & Northern Railroad if he found any of their cars on said switch to load them and he found two cars there of Burlington, Cedar Rapids & Northern Railroad standing on said side track and he loaded them and the Chicago & Northwestern Railway Company left them there for seven days after they were loaded before they took them over to deliver them to Burlington, Cedar Rapids & Northern Railroad so they could be shipped to Grundy Center, a point on the Burlington, Cedar Rapids & Northern Railway. The Chicago & Northwestern wilfully delayed the cars.

"Now we deny that we ever asked them to furnish us cars on the Chandler's switch for we know that it is a private switch, but we ask them for cars at the switch near the Cedar Rapids Pump Works to ship brick to Grundy Center. We admit that we ask for cars from Burlington, Cedar Rapids & Northern Railroad Company as alleged in our petition. Wherefore we pray to have the matter fully investigated and order made in our favor on our petition and reply.

P. A. WOLFF,

By B. F. Heise, his attorney.

August 4, 1892, the petitioner wrote the Board stating that some conference had been had with some of the officials of the company as to the matter in controversy, and that the case might be held without further action for a reasonable time to see if an adjustment could not be reached by the parties interested. September 5, 1892, the Board was informed that the matter had failed of adjustment and the Board was asked to proceed and determine the matter.

Under date of October 18, 1892, you write the Board, and state by way of further answer on the part of the company to the complainant, as follows:

"This company is advised that your Commission has no jurisdiction or authority to entertain such a complaint, or to make any decision therein, which will be binding upon this company. Regardless, however, of that question I state the facts as I understand them to be.

"Chicago & Northwestern Railway Company have a team track, or switch, at West Cedar Rapids, where it is accustomed to place its own cars and others under its control to be loaded by shippers or unloaded by consignees, and the same is a part of its terminal facilities in Cedar Rapids. The said track was not constructed to be used, nor has it been used, for the purpose of switching the same from said track to a junction with the Burlington, Cedar Rapids & Northern, and it has not been done without some special agreement in regard thereto. This company is ready and willing to receive the brick of the complainant and load the same in its own cars for transportation, but it denies that it is under any obligation to switch the empty cars of the Burlington, Cedar Rapids & Northern from its line to said track and load the same and switch them back again for transportation along the lines of said company."

This answer, as the Commissioners view the matter, admits the material facts involved in the controversy, and the questions to be determined are largely, if not entirely, those of law.

You say that the track or switch in question is a part of the terminal facilities of the Chicago & Northwestern Railway Company at Cedar Rapids, and it denies that it is under any obligation to switch the empty cars of the Burlington, Cedar Rapids & Northern Railway Company from its line to said track and load the same and switch them back again for transportation along the lines of said company.

In the case of the Dubuque Board of Trade vs. The Illinois Central and the Chicago, Milwaukee & St. Paul Railway Companies, decided by this Board as early as July 14, 1887,

On November 26, 1892, Mr. McLaughlin wrote the Board:

DAVID, IOWA, November 22, 1892.

Mr. W. W. Ainsworth, Secretary Board of Railroad Commissioners:
DEAR SIR—If there has been no decision on my case have it continued for a while, as I have got a proposition from the railroad company to be accepted by the people interested in station here. The railroad company has offered to put us in a station if we can pledge \$1,000.

DAVID E. McLAUGHLIN.

As a result of this conference between the parties the Commissioners received the following official notice in the form of a circular sent out by the Winona & Southwestern Railway Company, bearing date of May 13, 1893, which circular is set out below and closes the case:

WINONA, MINNESOTA, May 13, 1893.

Agents and Conductors:

A prepaid station, to be known as David, is today established 102 miles west of Winona, between McIntire and Wheeler, 4.6 miles west of McIntire and 3.6 miles east of Wheeler. Present rates of freight, both through and local, to and from McIntire, will apply to David, except where affected by distance tariff.

J. J. MAHONEY,
Superintendent.

FRIEDRICH PUNDT, ROAD SUPERVISOR,

VS.

Highway crossing.

CHICAGO, MILWAUKEE & ST. PAUL
RAILROAD COMPANY.

On January 2, 1893, the following complaint was received by the Commissioners:

MARENGO, IOWA, December 31, 1892.

To the Honorable Railroad Commissioners, Des Moines, Iowa:

The undersigned, supervisor of Highway District No. 3, Iowa Township, Iowa County, Iowa, complains against the Chicago, Milwaukee & St. Paul Railway Company, and says:

The highway crossings, as follows: over the railway where it crosses the highway between sections 4 and 5, township 36, range 9; and over said railway where it crosses the highway in the northwest 1/4 of section (7), township 36, range 9, west, all in the said district above referred to, are kept in an unsafe condition, and unfit for public travel in that

First—In each case the earth work approach is at too steep a grade for practical use.

Second—Such approaches are too narrow for convenience and safety.

Third—And, whereas, such grades are high and dangerous, even when properly constructed; they should be, and are not, provided with railroads or other device for the protection of travelers.

Said railway company has had ample notice of the condition of said crossings, and has failed and neglected to place the same in proper condition for safe and convenient public travel.

And the complainant respectfully asks that said railway company be required to place such crossings in proper condition.

Complainant further says that a board should be placed at the base of the railing on the bridge, to cause it to retain the snow; in the absence of such board, these crossings become bare and a loaded sled cannot conveniently or practically be drawn over same.

FRIEDRICH PUNDT.

On the same day it was forwarded to Mr. A. J. Earling, general manager of said company. No reply having been received on the 23rd, Mr. Earling was again requested to reply as to his position in the matter, and on January 28, Mr. W. G. Collins, general superintendent, says: "The boards requested for the purpose of holding the snow on the bridges have been placed in position. The other matters will receive Mr. Earling's attention upon his return from his vacation." After some further correspondence, Mr. Earling writes on March 8th: "If any work is required on the earth approaches it will have attention when the ground is in condition for such work to be done."

Mr. Beem, the attorney in the case, was advised of the assurances received from the officers of the road and requested to notify the board upon the completion of the work.

On May 25th Mr. Beem having reported "no work done" Mr. Earling's attention was again called to the matter and an early reply requested, to which on June 13th he says: "This work has been delayed on account of wet weather and scarcity of men but it will now be commenced within the next week and will be completed without further delay."

Under date of August 30th in reply to an inquiry sent Mr. Earling on the 23d, Mr. Earling says:

"The grading of the two highway crossings referred to have been completed and wing fences will be placed on both sides in a few days." Attorney Beem was requested at various times to report when the work was completed and on December 9th Mr. Beem says: "The work has been put in by way of crossings that answer the purpose," and the case is considered closed.

R. H. AND J. H. BARNES, OLIVET, IOWA,

VS.

Under-crossing for cattle:

CHICAGO, ROCK ISLAND & PACIFIC
RAILWAY COMPANY.

On June 27, 1893, Messrs. R. H. and J. H. Barnes, of Olivet, filed a complaint with this Board against the Chicago, Rock Island & Pacific Railway Company, claiming that the Washington branch of said road runs through the plaintiffs' farm, dividing their pasture field in such a manner as to separate from the large part of the pasture the valuable spring of water from which the stock in said pasture secured their drink. They further state that through an embankment on said road and in said pasture they have at all times up to the date above mentioned since the construction of defendant road enjoyed the right and use of an under-crossing, made as the plaintiffs claim in accordance with an agreement made with their father, the then owner of the said land, in consideration of certain rights granted the defendant company. At or about the date of this complaint the said railroad company notified the plaintiffs that unless they, the plaintiffs, produced what they claimed to be a contract for said under-crossing in writing, the defendant company would within one week proceed to fill the passage way enjoyed and used by plaintiffs for their stock, in number about two hundred head, to and from the water.

On July 1st the complaint was sent Mr. E. St. John, general manager of the Chicago Rock Island & Pacific asking his immediate attention to and early report on the matter.

Under date of July 6th Mr. A. Kimball of Davenport, assistant to president, writes: "Mr. St. John has referred to me your letter of July 1st in reference to cattle pass near Olivet for Messrs. R. H. and J. H. Barnes; I have instructed the roadmaster to put it in."

On the same date Messrs. Barnes Bros. were notified of contents of Mr. Kimball's letter and a letter dated July 7th was received from Messrs. Barnes expressing satisfaction that the pass was now all right and thanks to the board for their promptness, and the case is considered closed.

COREY COAL COMPANY, LEHIGH, IOWA,

vs.

*Failure to furnish cars.*THE MASON CITY & FORT DODGE
RAILWAY AND THE ILLINOIS CENTRAL
RAILWAY.

From December 12, 1892, to March, 25, 1893, the Corey Coal Company failed to receive from the railways complained of all the cars needed for their trade, the result being that their mines could not be worked to their full capacity. In addition to this the Corey Coal Company complains that box cars are furnished for their coal which are not suitable and involve additional expense in loading and unloading.

The Mason City & Fort Dodge Railway Company in reply claims that it has coal cars enough to supply all the stations and demands upon its line but is not able and is under no obligation to furnish cars for the business of other railroads. The Illinois Central Railway Company claims that the demand for coal cars for the winter was very great, and while under no legal obligation to do so, had, whenever it had cars to spare, sent them over the Mason City & Fort Dodge Railroad to be loaded by the Corey Coal Company.

The coal company ask the Commissioners to order the Mason City & Fort Dodge Company to increase their coal equipment by the addition of one hundred cars and that the Illinois Central Company be required to furnish such cars as they require on demand.

The Commissioners are of the opinion that the statute would not sustain an order of this nature under the circumstances of this case.

BOARD OF SUPERVISORS OF PAGE
COUNTY, IOWA,

vs.

*Highway crossing.*CHICAGO, BURLINGTON & QUINCY RAIL-
ROAD COMPANY.

On June 9th, 1893, the following petitions were received by this Board:

Before the Iowa State Board of Railroad Commissioners.

IN THE MATTER OF THE APPLICATION OF
PAGE COUNTY FOR RAILROAD CROSSING OF
THE PORTER ROAD.

To said Board:

You are hereby notified that on November 10th, 1891, the board of supervisors of Page county, Iowa, established a public highway, known as the Porter road, commencing at the southeast corner of section four (4), Grant township, thence running north between sections three (3) and four (4) of Grant township, and sections thirty-five (35) and thirty-four (34) of Pierce township to the southwest corner of section twenty-seven, Pierce township, a distance of two miles.

That at or about the intersection of said highway with the township line of said township it crosses the Nebraska City branch of the Chicago, Burlington & Quincy Railroad Company.

That for the past six months said highway has been graded and opened for travel, except at the crossing of said railroad right of way, which is rendered impassable for want of suitable grading and crossing.

That application has been made to said railroad company by the board of supervisors of said county for a suitable crossing and grade and approaches thereto over its right of way, which has been refused, except upon condition that the county will assume and agree to defray all expenses incurred thereby. This condition the county refuses to accept or recognize any liability for such crossing, holding that it is the exclusive right and duty of the railroad company to put in all highway crossings at its own expense.

Wherefore, your petitioner prays for an order requiring said railroad company to put in a suitable crossing, grade and approaches for said road over its right of way aforesaid, as required by law.

By order of the board of supervisors, now in session, June 6th, 1893.

(Signed)

W. P. FERGUSON,
County Attorney.

Before the Iowa State Board of Railroad Commissioners.

IN THE MATTER OF THE APPLICATION OF PAGE
COUNTY FOR RAILROAD CROSSING OF WOOD-
WORTH ROAD.

Complaint.

To said Board:

You are hereby notified that the board of supervisors of Page county, Iowa, have established a public highway, known as the Woodworth road, commencing at the northwest corner of the south half of the southwest quarter of section thirteen (13) Lincoln township, Page county, Iowa, thence running north along the section line and one-fourth line to intersect with the old highway.

That said highway crosses the track and right of way of the Clarinda, College Springs & Southwestern Railroad at a point which is rendered impassable for want of proper grading and crossing over the company's right of way.

Wherefore, your petitioner prays for an order requiring said railroad company to put in a suitable crossing, grade and approaches for said road over its right of way aforesaid, as required by law.

By order of the board of supervisors, now in session, June 6th, 1893.

(Signed)

W. P. FERGUSON,
County Attorney.

In response to the foregoing the following was directed to Mr. Ferguson:

DEER MOINES, IOWA, June 9, 1893.

W. P. Ferguson, Shenandoah, Iowa:

DEAR SIR,—Your application for the opening of crossings on established highways in Page County is received, and as some matters are not fully explained in your application, I am directed to ask you if the highways mentioned are established over and across the right of way of the railroad company, or are they only laid out and established up to the said right of way on each side thereof? In other words, has the right of way of the railroad been condemned for highway purposes? If you will kindly explain the conditions you will oblige the Commissioners.

Very respectfully yours,

BY ORDER OF THE BOARD.

W. W. AINSWORTH,
Secretary.

To which, on June 12, Mr. Ferguson replies: "That no action has been taken to condemn or purchase such crossing. The highways have been established up to the right of way on both sides, in each case, and as we understand it, it then becomes the duty of the railroad company to put in such crossing."

The case was taken up with Mr. C. M. Levey, superintendent of Iowa lines, and on July 21, Mr. Levey says:

BURLINGTON, IOWA, July 21, 1893.

Mr. W. W. Ainsworth, Secretary Board of Railroad Commissioners, Des Moines, Iowa:

DEAR SIR.—Referring to the complaint of Board of Supervisors of Page county, in respect to our failure to construct crossings at the so-called Porter and Woodworth roads: We have investigated the matter, and I am advised by our legal department that under the facts, as we understand them, no such highway crossings exist, the statutory provisions necessary for their creation not having been complied with. Of course we would not, therefore, be

justified in opening them up. I will also add, that where it is sought to have the Woodworth road cross our tracks, it is a very dangerous location, being on a high embankment and within about fifty feet of a high trestle and I think the Board will agree with us that it ought not to be there. At point where the so-called Porter road reaches our track, the crossing would not be so objectionable, and if the crossing is really needed, and the necessary steps are taken to locate it over our right of way, we have no particular objections to urge to its construction.

Yours truly,

C. M. LEVEY,
Superintendent of Iowa Lines.

Mr. Levey's reply was sent Mr. Ferguson July 26, with the request that "after noting points made by Mr. Levey if you have further statements to make to the Board in reference to this case, kindly forward at an early convenience."

Under date of August 12th, Attorney Ferguson placed the following reply with the Board:

"In reply we have to say that as we understand it the roads in question have been legally established and that the only controversy between the county and the railroad relates to the right of county to establish a road across the right of way without first condemning it.

It is our contention that without such condemnation across right of way it is the duty of the railroad company to put in the crossing. Whether condemned or not the county officers could have no power or right to enter right of way for such a purpose. We do not even ask your Board to decide this legal question, as we are quite willing to have it tried in court and decided by the proper legal tribunal. But it will be seen that this will occasion a long delay, during which all travel will be impeded, and its patrons become impatient and thus bring a pressure on the county board to submit. It is our contention that your Board should order the crossing in, and have the question of cost or liability to be determined by the courts later on. This would involve no hardship on the company, as in any event the work must be done by it. Why then delay doing so and deprive patrons of highways? If the expense is a just claim against the county it will be paid.

(Signed)

W. P. FERGUSON,
County Attorney.

In reply to the contention of Mr. Ferguson in the foregoing, and other letters not published, the following was sent on August 14, in which the position of the Board is somewhat fully set forth:

DES MOINES, IOWA, August 14, 1893.

W. P. Ferguson, County Attorney Page County, Shenandoah, Iowa:

DEAR SIR—Yours of the 12th inst. in relation to alleged highway crossings on Chicago, Burlington & Quincy railroad has been received and submitted to the Commissioners.

I am directed to say in reply that if you can cite any legal authority for the position assumed by you as to the law governing the matter, the Commissioners would be pleased to have you refer them to the same. Under date of June 9th you were asked whether the high ways in question have been established over and across the right of way of the railroad company and in reply, under date of June 13th, you say, that "no action has been taken to purchase or condemn such crossings. The highways have been established up in the right of way on both sides in each case," and in your last letter you say, "It is our contention that without such condemnation across right of way it is the duty of the railroad company to put in the crossing."

Outside of cities and incorporated towns the board of supervisors of the county have power "to lay out, establish, alter or discontinue any highway," and the statute points out the method or proceeding by which the same can be legally done. If a highway is sought to be laid across the right of way of a railroad company why should it not be notified and have a chance to be heard before the proper tribunal the same as any other property owner affected by the proposed highway? And can such highway be legally established across such right of way until the proper steps are taken as by the code provided?

As at present advised the Commissioners do not consider that they have any jurisdiction in the matter set forth in your complaint upon the facts as conceded by you to exist. Until a highway is legally established across the right of way of a railroad company, how can it be guilty of violating any law in refusing to put in the proper crossing? The Board of Railroad Commissioners have authority to "inquire into any neglect or violation of the laws of this

State by any railroad corporation doing business therein," and when in the judgment of the Board any such corporation fails to comply with the terms of its charter or the laws of the State, it can take action in the premises. If you will closely examine the Marshall county case that you cite in one of your letters to the Board (Report 1893, page 166) think you will find that the board of supervisors in that case legally established the highway across the right of way of the railroad company. The Board being of the opinion, as at present advised, that to put in the crossings in question, the Commissioners do not feel authorized to take any further action in the premises, and unless as before intimated, you can cite some additional authority to sustain the position assumed by you, your remedy will be in the proper court.

Very respectfully yours,

BY ORDER OF THE BOARD,

W. W. AKINWORTH,
Secretary.

REPORT OF ACCIDENTS.

REPORT OF ACCIDENTS.

BRUSH SIDING ACCIDENT.

DES MOINES, IOWA, February 16, 1923.

Hon. Horace Boies, Governor of Iowa, Des Moines:

Sir—At 3 o'clock, on the morning of February 8th, a rear end collision occurred at a passing station named Brush, on the main line of the Chicago, Burlington & Quincy Railroad, about five miles east of Osceola, in which eight persons were injured, three of them seriously. Six of them were stock shippers accompanying their stock, and two employees. From information furnished them the Commissioners regarded it their duty to investigate the accident, and went on the morning of February 8th, to Chariton, where the persons injured were taken. They saw all of them, and as soon as practicable took testimony which developed the following facts: First and second trains No. 72 were stock trains for Chicago running on fast time. First 72 left Osceola about seven or eight minutes before second 72 and reached Brush at 2:54 a. m. The length of the passing track at this station is about 1,200 feet, the telegraph office being at the east switch or the east end of the side track, the main line at this place being a single track. First and second 72 had the right to the track and would have gone on without stopping but had orders at Osceola to meet 346 at Brush. First 72 had 26 loaded cars and stopped having 13 cars east of the telegraph office and 14 west, the evident purpose being to have the middle of the train opposite the telegraph office; the time was 2:54 a. m. The conductor directed his brakeman to protect the rear end of train, walked the fourteen car lengths to telegraph office and had just signed order Exhibit B, time 3 a. m., when the collision occurred. In order more fully to understand the situation we give the orders by which the trains were run from the dispatcher's office at Croston. Exhibit A: Order No. 1: "Operator Brush, 2, 3, 35. Conductors and engineers 2nd and 3rd 86, 1st and 2nd 72, Osceola. Conductors and engineers Ex. 346 west, Woodburn, 2nd and 3rd No. 86, 1st and 2nd No. 72 and Ex. 346 west will meet at Brush instead of Woodburn."

(Signed)

Completed 1:28 a. m.

Exhibit B. Order No. 15, 2, 3, 93. "Conductors and engineers 2nd and 3rd 86 and 1st 72, Brush. Conductor and engineer 190 west, Woodburn, 2nd and 3rd 86, 1st 72 and Ex. 190 west will meet at Brush instead of Woodburn."

(Signed)

Exhibit C, order No. 17, 2, 3, 93. "C & E 2nd and 3rd No. 86, 1st and 2nd 72, Brush. Take a full tank of water at Woodburn, none at Lucas. Completed at 2:06 a. m."

We give below some of the rules of the company governing the condition at Brush:

Exhibit D, Rule 74: "When a train turns out to meet or pass another train, the red lights must be removed and green displayed as soon as the track is clear, but the red must again be displayed before returning to its own track. Headlights on engines when on side track must be covered as soon as the track is clear and train has stopped, and also when standing at end of double tracks."

Rule 93: "All trains must stop at schedule meeting or passing points on single track, and if train to be met or passed is of the same class, unless the switches are plainly seen to be right and the track clear. The point at which a train should stop is the switch used by the train to be met or passed in going on the siding. When the expected train of the same class is not found at the schedule meeting or passing point, the train having the right of track must approach all sidings prepared to stop until the expected train is met or passed."

Rule 94: "If an operator receives an order to hold a train, or receives an order addressed to a train which is at his station, he must not expect the order until the conductor of such train has seen and signed the same whether it be a 21 or a 19 order."

The meaning of figures 19 and 21 are special orders which must be repeated to the dispatcher, and when the order is complete a response, with the superintendent's initials, will be given when authorized by train dispatcher; a copy of the order must be delivered to each person addressed except the engineer.

The rules for the running of trains are here stated, so far as they apply to the case investigated, and appear so far as the orders and dispatches are concerned, and make it evident that no fault lies in either the rules or orders.

The alignment of the railway for at least a mile west to Brush passing track was straight, with a grade slightly ascending to Brack; the sight was clear and the light of the locomotive on the side track was distinctly seen from the approaching train for this distance.

The train No. 72 left Osceola 7 or 8 minutes after 1st 72; was running on this straight line at the rate of 30 miles per hour; the engine was provided with power brakes and steam, and two cars east the engine had power brakes that were applied from engine. Rule 74 requires that head lights on engines when on side tracks must be covered as soon as the track is clear and the train stopped. From the evidence this was neglected. It is claimed by the engineer of 2nd 72 that the neglect of this rule, or rather the reflection from the headlights of the engines on the escaping steam obscured the signal light at the depot and also the rear lights of train 1st 72.

Rule 97 requires that when a freight train stops at any point not its usual stopping place (as in this case) the flagman must go back not less than twenty telegraph poles to protect the rear of his train. It was in evidence that 1st 72 reached Brush east switch at 2:54 a. m.; that the conductor walked to the telegraph office and had just signed the order at 3 a. m. when the collision occurred. The facts are that the approaching train was running at the rate of thirty miles per hour; that the lights on the engine on the side track were not covered, and the brakeman of 1st 72 did not go back twenty telegraph poles or any great distance to protect the rear of the train. His testimony that he went back immediately on stopping, and that there was but a moment's time, is in conflict with the other statements showing that the train had been stopped six minutes when the collision took place. When this seemed inevitable he ran into the caboose and waked up the stockmen who were asleep, and was one of the most seriously injured. Second 72 was running into this station when it had an order to stop (the locality being distinctly seen and known) at a rate of speed entirely too great, and the train was shown to be beyond control, as the one it ran into was nearly half its length over the east or further switch. How much weight is due to the neglect to cover the headlight the Board is unable to determine, but probably this precaution is a safeguard or it would not be required in the rules. The accident was due to the neglect of two, if not three, of the rules by different persons. If either had obeyed them it would not have occurred. If the train had run into the station where it was ordered to stop at a rate that it was under control and in condition to stop (rule 97 says that freight and extra trains must pass through stations completely under control, speed must be reduced and enginesmen and trainmen must commence to get their train under control a half mile before reaching station, so that under no circumstances would it be possible for it to strike any train. The entire responsibility for safety rests with the approaching freight.) Obedience to this rule would have averted the wreck.

Second. If the brakeman on train 1st 72 had gone back to protect the rear of his train he would have signalled the approaching train in time to stop as there were two cars west of air.

Third. If the headlights of the train going west had been covered it may be that the station signal and the lights on the rear of 1st 72 would have been seen in time to have stopped. On this latter the Commissioners are in doubt as to whether the effect is as claimed by the engineer of train second 72, obscuring the other lights. They can, however, assign no other reason for covering the headlights than some effect tending to confuse the train approaching.

Since writing the above the Commissioners are informed that the headlight of the first train going west was covered.

No deaths have occurred as yet. Six men in charge of stock were injured, one very seriously, leg broken in two places and head and body injured; the other injuries to stockmen were comparatively slight. The rear brakeman, when he saw the collision inevitable, went into the caboose and while awakening the stockmen was caught and badly hurt. The freeman on second 72 jumped from his engine and was badly hurt, and when the Commissioners were there seemed to be suffering from a shock that affected the brain besides some external injuries.

Respectfully submitted,

BY ORDER OF THE BOARD.

W. W. AINSWORTH,
Secretary.

STRATFORD ACCIDENT.

DES MOINES, IOWA, 12 o'clock m., October 12, 1893.

To J. M. Whitman, General Manager Chicago & Northwestern Railway Company, Chicago, Illinois:
Please report to this Board the accident near the Des Moines river last night.

BY ORDER OF THE BOARD.

W. W. AINSWORTH,
Secretary.

CHICAGO, ILLINOIS, October 12, 1893.

Mr. W. W. Ainsworth, Secretary Board of Railroad Commissioners, Des Moines, Iowa:

DEAR SIR—I will advise that a special freight train east, which left Lake City, Iowa, at 8:05 p. m., October 11th, with Conductor Erb and Engineer McAllister in charge, and special freight east, Conductor J. Hoover and Engineer E. Bates in charge, which left the same point at 7:30 p. m., met with an accident one mile west of the Des Moines river bridge about 10:30 p. m. Conductor Erb cut off a portion of his train at a point 1½ miles east of Des Moines river bridge to double into Stratford, his brakeman taking the head end of the train into that station, Conductor Erb remaining with the rear end. The rear portion ran down the grade across the Des Moines river bridge and struck Hoover's train at a point about one mile west of the bridge. This accident resulted in the death of Conductor Erb, and in the loss of a leg above the knee by Brakeman F. E. Smith. Engineer Bates is also sprained and bruised, but not seriously.

The cause for this accident we are unable to learn, as the only man who could explain it, Conductor Erb, is dead.

Yours truly,

J. M. WHITMAN,
General Manager.

CRESCENT ACCIDENT.

DES MOINES, IOWA, September 28, 1893.

To J. M. Whitman, General Manager Chicago & Northwestern, Chicago, Illinois:

Please telegraph the Board a full report of the accident occurring near Council Bluffs September 27th.

W. W. AINSWORTH,
Secretary.

BY ORDER OF THE BOARD.

CHICAGO, September 28, 1893.

W. W. Ainsworth, Secretary:

A full written report of accident near Council Bluffs on September 27th will be sent you immediately. I have so instructed Superintendent Hallenbrück.

J. M. WHITMAN,

Chicago & Northwestern wire, 2:21 p. m., September 28, 1893.

HOOKE, IOWA, September 28, 1893.

Mr. W. W. Ainsworth, Secretary Board of Railway Commissioners, Des Moines, Iowa:

DEAR SIR—Referring to collision two miles west of Crescent, September 27th, at about 11:00 a. m. Conductor Jackson, Engineer Dawson, engine 200, with pile driver train, had orders to work special between Council Bluffs and Honey Creek September 27th, and flag against all trains after 8:00 o'clock a. m. They were working at a bridge about three miles east of Crescent until 10:56 a. m., when they started for Council Bluffs. Train showed up at Crescent and picked up flagman, leaving Crescent about 11:00 a. m. and collided with special east, Conductor Van Gorder, Engineer Blaine, engine 106, when about two miles west of Crescent. The special train east, Van Gorder, conductor, had an order to run special, Council Bluffs to Honey Creek, and a message that Jackson was working between Council Bluffs and Honey Creek under a flag.

Brakeman, Bert Jenkins, on pile driver, and Soren Peterson, section laborer, who were on the special east, were instantly killed. John Coadon, laborer, who was on pile driver, buried on shoulder. Christ Knutson, section laborer, was bruised on shoulder, side and leg. The crew with pile driver failed to get clearance at Crescent; also failed to have a flagman ahead of them bearing Crescent.

Yours truly,

P. HALLENBRUCK,
Superintendent.

SYLLABI OF CASES DECIDED BY THE INTERSTATE COMMERCE COMMISSION.

From June 30, 1892, to September, 1893, taken by consent of L. K. Strouse & Co. from the reports of said decisions published by that firm.

L. N. Trammell, Allen Fort and Virgil Powers. Railroad Commissioners of Georgia, against Railroad Companies: Complaints in Nos. 314, 315, 316 and 317, filed October 23, 1891. Decided November 11, 1892.

First.—The fact of a receivership for a defendant carrier subsequent to complaint should not interfere with the progress of a proceeding brought merely for the purpose of railway regulation.

Second.—The phrase "common control, management or arrangement for continuous carriage or shipment" in the first section of the act to regulate commerce was intended to cover all interstate traffic carried through over all rail or part water and part rail lines. The receipt successively, by two or more carriers, for transportation of traffic shipped under through bills for continuous carriage over their lines, is assent to a common arrangement for such continuous carriage or shipment, and previous formal arrangement between them is not necessary to bring such transportation under the terms of the law.

Third.—The total rate for through carriage over two or more lines, whether made by the addition of established local, or of through and local rates, or upon a less proportionate basis, is the through rate that is subject to scrutiny by the regulating authority; how the rate is made is only material as bearing upon the legality of the aggregate charge, and how any reduction may be accomplished is matter for the carriers to determine among themselves.

Fourth.—The second, third and fourth sections of the act to regulate commerce compared with provisions in English statutes. English decisions examined and the frequent citation of such decisions to influence cases brought under greatly dissimilar statutory provisions in this country, without regard to differences in facts, time, extent of country and methods of trade and transportation considered and criticized.

Fifth.—The fourth section of the act to regulate commerce construed, and the principles laid down in the Petitions of Louisville & Nashville R. Co., 1 I. C. C. Rep. 31, 1 Inters. Com. Rep. 778, reaffirmed, except the ruling therein whereby carriers were permitted to judge for themselves in the first instance of what constitutes "rare and peculiar cases of competition between railroads which are subject to the statute, when a strict application of the general rule of the statute would be destructive of legitimate competition," which is hereby overruled.

Sixth.—The competition of carriers subject to the act to regulate commerce does not create circumstances and conditions which the carriers can take into account in determining for themselves, in the first instance, whether they are justified under the fourth section in charging more for shorter than for longer distances over their lines.

Seventh.—The competition of markets on different lines for the sale of commodities at a given point served by both lines does not create circumstances and conditions which the carriers can take into account in determining for themselves in the first instance whether they are justified under the fourth section in charging more for shorter than for longer distances over their lines. To determine the force and effect of such competition involves consideration of commercial questions peculiar to the business of shippers, such as advantage of business location, comparative economy of production, comparative quality and market value of commodities, all of which are entirely disconnected from circumstances and conditions under which transportation is conducted. Carriers cannot create abnormal situations by making rates which equalize advantages and disadvantages of localities and thereupon claim justification for greater charges on shorter hauls on the ground that the lesser long haul charges which accomplish such equalization are necessary to secure increase in traffic over their lines.

Eighth.—The carrier has the right to judge in the first instance whether it is justified in making the greater charge for the shorter distance under the fourth section in all cases where the circumstances and conditions arise wholly upon its own line or through competition for the same traffic with carriers not subject to regulation under the act to regulate commerce. In other cases under the fourth section the circumstances and conditions are not presumptively dissimilar and carriers must not charge less for the longer distance except upon the order of this Commission.

Ninth.—When a carrier on complaint under the fourth section avers substantial dissimilarity in circumstances and conditions as justifying its greater charge for shorter hauls, it is concluded by its pleading and must affirmatively show that the circumstances and conditions of which is entitled to judge in the first instance are in fact substantially dissimilar, but upon an application for relief under the fourth section the carrier is not limited by such a rule of evidence, and may present to the Commission every material reason for an order in its favor. There seems to be no limitation upon the power of the Commission to grant relief under that proviso, when, after investigation, the Commission is satisfied that the interests of commerce and common fairness to the carriers require that an exception should be made.

Tenth.—Complaints in cases No. 324 and No. 325 dismissed. In cases Nos. 314, 315, 316, 317 and 255 defendants ordered to cease and desist from charging more to shorter than to longer distance points mentioned in the complaints, or file applications for relief under the proviso clause of the fourth section, and show cause thereon within a time specified.

The Independent Refiners' Association of Titusville, Pennsylvania, and the Independent Refiners' Association of Oil City, Pennsylvania, against the Western New York and Pennsylvania R. R. Co. et al.

Complaints filed in first two cases December 4, 1888, and in third case January 30, 1889. Decided November 14, 1892.

First.—It is the duty of the carrier to equip its road with the means of transportation, and, in the absence of exceptional conditions, those means must be open impartially to all shippers of like traffic.

Second.—Ownership of a car rented to a carrier and for the use of which the carrier pays a full consideration, does not of itself entitle the owner to the exclusive use of such car, and if the owner may, in the contract of hire to the carrier, stipulate for the exclusive use of the car, it must be upon such terms as shall not constitute an unjust discrimination against shippers of like traffic in cars owned by the carrier, and who are excluded from the use of the car so hired.

Third.—Where oil is transported by the carrier both in barrels and tank cars, and the use of the tank cars is not open to shippers impartially but is practically limited to one class of shippers, the charge for the barrel package in barrel shipments, in the absence of a corresponding charge on tank shipments, resulting in a greater cost of transportation to the shipper in barrels on like quantities of oil between like points of shipment and destination than to the tank shipper, is a discrimination against the former in favor of the latter for which no legal justification has been shown in these cases.

Fourth.—The oil rates from Oil City and Titusville, Pennsylvania, to New York and New York harbor points and Boston and Boston points, exclusive of the charge for the barrel package in barrel shipments, are not shown to be either unreasonable in themselves or relatively unreasonable as between those points.

Fifth.—An agreement for the pooling of traffic between a carrier by rail, subject to the act to regulate commerce, and a carrier by pipe line does not fall within the description of contracts prohibited by section 5 of that act.

In the matter of alleged unlawful charges for the transportation of coal by the Louisville & Nashville Railroad Company.

Order served July 16, 1891. Decided November 17, 1892.

Upon investigation had in a proceeding instituted by the Commission on its own motion, it appeared that the respondent had in force over its line to Nashville a special rate on coal when used for manufacturing purposes by persons named upon the manufacturers' list prepared by the railroad company. These lists were furnished to dealers who, on selling coal to

such manufacturers, issued certificates which entitled them to obtain a refund from the railroad company amounting to the difference between the regular and special rates. Pending investigation the respondent discontinued the "manufacturers' rate" and put in force a new coal tariff to Nashville, whereby coal, "run of mines, not and slack," is given the rate of \$1.00 per ton the year round, and "screened" coal a rate of \$1.15 per ton April to September, and for the remainder of the year a rate of \$1.40 per ton. The rate from the same mines to Memphis, a point affected by water competition for coal traffic, is \$1.40 per ton on all coal the year round, and respondent buys coal at the mines and sells it in Memphis market. *Held*.

First.—That the practice abandoned by the respondent common carrier of arbitrarily determining what persons should receive the so-called "manufacturers' rate" was a clear violation of the act to regulate commerce.

Second.—That the rate of \$1.40 per ton charged by respondent upon coal "run of mines, not and slack," is not unreasonably low, nor disproportionately to the rate of \$1.40 per ton to Memphis; neither in view of circumstances affecting coal traffic at Memphis, is a rate of \$1.15 on screened coal to Nashville relatively unreasonable as compared with the Memphis rate, but so long as the Memphis rate does not exceed \$1.40, rates on said kinds of coal from the mines to Nashville should not, during any portion of the year exceed \$1.00 or \$1.15 respectively, and any reduction in the Memphis rate should be accompanied by proportionate reductions in rates on said different kinds of coal to Nashville.

The Merchants' Union of Spokane Falls against the Northern Pacific Railroad Company and the Union Pacific Railway Company.

Complaint filed April 2, 1899. Decided November 28, 1899.

First.—Transportation by rail from eastern points to the Pacific coast terminals, Portland, Tacoma and Seattle, is affected by the competition of controlling force and in respect to traffic important in amount, of water carriers reaching the same terminals, but such competition does not affect like transportation from said points to the city of Spokane, Washington; *Held*, therefore, that defendants are justified, by reason of such dissimilarity in circumstances and conditions in maintaining higher rates on shipments of like property from said points for the shorter distance to Spokane than for the longer distance to said Pacific terminals. The competitive position and attitude of the Canadian Pacific Railway, a foreign carrier, considered in connection with existing water competition, but the separate effect of competition by the Canadian route not found or determined.

Second.—Class rates in effect upon the defendant lines and the lower commodity rates to their Pacific terminals examined and discussed; *Held*, That the only justification for a through rate less than intermediate rate on the same article is the compulsion of rail carriers to accept the reduced compensation or suffer ocean rivals to perform the service and where the pressure of this alternative is not felt that there is no ground upon which the lower through charge can be excused. No article should be carried to terminal points on commodity rates, which, if the class rates were imposed, would still seek rail rather than water transportation, and any violation of this rule is unjust discrimination against the intermediate towns compelled to pay the higher class rate on the same article.

Third.—In the matter of carload and mixed carload rates, minimum weight of shipments entitled to carload rates, and in all other respects, defendants are required to provide for and allow the same privileges, facilities and advantages on shipments to Spokane as are provided or allowed in like shipments to Portland or other Pacific coast terminals.

Fourth.—"Blanket" class rates applying upon the Northern Pacific Railroad for a distance of over five hundred and eighty miles found relatively unreasonable; also, *Held*, That rates to Spokane, the principal distributing center to which such blanket rates apply, are unreasonable in themselves. Defendants ordered to cease and desist from charging rates on property from eastern points to Spokane which materially exceed 40 per cent of class rates now in effect both to Spokane and Pacific coast terminals. Provisions made for re-opening the case if necessary and bringing in other carriers who may be affected by the order.

Fifth.—The Northern Pacific Railroad Company, notwithstanding certain provisions on its charter, is subject, like all other interstate carriers, to the authority conferred by Congress in the act to regulate commerce. Citing and affirming *Raworth vs. Northern Pacific Railway Company*, 3 Inters. Com. Rep. 307, 3 I. C. O. C. Rep. 257.

The Potter Manufacturing Company vs. the Chicago & Grand Trunk Railway Company; The Atchafalaya, Topeka & Santa Fe Railroad Company and the Southern Pacific Company. Complaint filed October 17, 1901. Decided December 9, 1902.

First.—Continuance of a system of unjust rates cannot be required or excused on the ground that parties have made investments and entered into the business affected thereby on the faith of such rates had unduly favored.

Second.—An advantage, resulting from just rates accorded with the enterprise and outlay necessary to utilize them, is legitimate, and carriers should not undertake to deprive a shipper of this advantage by a change of such rates.

Third.—A rate on a particular class of goods which is unreasonable or discriminatory in itself, is not justifiable on the ground that the same rate is given another (and in this case a competitive) class of goods and as applied to the latter is liberal and advantageous.

Fourth.—The question as to correct weights and shipments, as between carrier and shipper, is one of fact to be determined in a manner just to both parties and as to which the experts at either cannot conclude the other.

Fifth.—Taking into consideration the difference in value of the unfinished and finished cheap bedroom sets involved in this case, and the greater tonnage per carload which can be handled by the former, and having in view the interests of both carrier and shipper, it is held, that the rate on unfinished cheap bedroom sets as shipped by complainant from Lansing, Michigan, to Oakland, California, should not exceed 85 per cent, of whatever rate may be adopted for such sets in finished condition.

P. H. Loud, Jr., against The South Carolina Railway Company, et al. Complaint filed February 13, 1899. Decided December 30, 1902.

First.—The question, whether property of a carrier in the hands of a receiver appointed after the matters complained of before this Commission are alleged to have occurred, is subject to an order of reparation issued by this Commission, is one to be presented and disposed of by the courts on proceedings therein for the enforcement of such order.

Second.—Rates should bear a fair and reasonable relation to the antecedent cost of the traffic as delivered to the carrier and to the commercial value of such traffic (*Dakota State Grange of Patrons of Husbandry vs. N. P. & N. Ry. Co.*, 3 Inters. Com. Rep. 351, 4 I. C. O. C. Rep. 605), but it is incumbent on parties invoking this rule to make satisfactory and reliable proof as to such antecedent cost and commercial value.

Third.—In passing upon the reasonableness of rates, the question whether they afford the carrier a proper return for the service rendered is to be considered as well as the result of the business to the shipper or producer of the traffic.

Fourth.—Where a special service is required of the carrier, such as rapid transit and speedy delivery in cases of perishable freight, a higher rate than for the carriage of ordinary freight is warranted, and, if a carrier, charging a rate based on such special service, fails to render it, to the damage of the shipper, and without legal excuse, the remedy of the latter would seem to be by a proper proceeding in a court of law.

Fifth.—A reduction in rates by a carrier is not per se evidence that the former rates were unreasonable, as such reduction may, as in the present case, be accounted for because of a decrease in cost of transportation and an increase in the volume of the traffic to which such rates apply.

Sixth.—The rates on melons complained of in this case having been materially reduced by the defendant carriers since the commencement of this proceeding, and there being no satisfactory evidence that the rates so reduced are unreasonable or excessive, the complaint is dismissed.

The Board of Trade of Chattanooga against The East Tennessee, Virginia & Georgia Railway Company, et al.

Complaint filed April 9, 1899. Decided December 30, 1902.

First.—Upon complaint alleging that rates on traffic from New York and other Atlantic seaboard points to Chattanooga are unreasonable and greater for the short distance to Chattanooga than for the longer distance over the same line, in the same direction, to Memphis and Nashville.

Held, That defendants are justified by the existence of water competition of controlling force in charging less on such traffic for the longer distance to Memphis, but that no such competition exists for such traffic to Nashville, and any greater charge for the transportation of like kind of property from said seaboard points for the short distance to Chattanooga than for the longer distance through Chattanooga to Nashville is in violation of the fourth section of the act to regulate commerce. Defendants ordered to cease and desist from making such greater charge to Chattanooga, with leave to file application for relief under the proviso clause of the fourth section within a specified time. *Gr. R. R. Co. vs. Clyde S. S. Co. et al.*, 4 Inters. Com. Rep. 120; 51 O. C. Rep. 324, cited and affirmed.

Second.—One transportation line cannot be said to meet the competition of another transportation line for the carrying trade of any particular locality, unless the latter line could and would perform the service alone if the former did not undertake it.

Third.—When great disparity exists between charges which are lower to competitive than to intermediate points much less remote, the inference is irresistible that the lower rate must be unremunerative upon any theory, or else the larger rate gives an unwarranted return for the service rendered.

The Chamber of Commerce of Minneapolis against the Great Northern Railway Company, et al. Complaint filed February 3, 1902. Decided January 3, 1903.

First.—When a local rate from a given point is alleged unreasonable, but it appears from the record that such local rate is also a proportion of through rates from that point, and as such is the real subject of controversy, the complaint should be directed against the aggregate rate, not the share received by any initial carrier, and all the carriers come-gate through rates, not the share received by any initial carrier, and all the carriers come-gate through rates are necessary parties.

Second.—A town favorably situated with respect to one through route, but competing in a common market with another town more favorably located on another through route, cannot have a reduction of the local rate over roads connecting the two through routes for the purpose of overcoming the natural advantage which the latter competing town enjoys.

Third.—A milling town possessing great natural, acquired and improved advantages for the carrying on of that industry, and favorably situated in point of distance to a large grain-producing region, is entitled to the benefits arising from its location, and carriers of grain to that point and to a competing town considerably more remote from points of production, and in other particulars less advantageously located, are not justified in making rates on grain to the competing towns which destroy the advantage the former is entitled to enjoy.

Fourth.—Rates on wheat from points in North and South Dakota to Minneapolis, as compared with the rates charged over considerably greater distances from the same points to Duluth and adjacent Lake Superior ports, subject Minneapolis millers to undue and unreasonable prejudice and disadvantage. Defendants ordered to adjust their rates on wheat from said points to Minneapolis and Duluth upon the basis of distance over nearest practicable routes.

The Gerke Brewing Company against the Louisville & Nashville Railroad Company, et al. Complaint filed August 1, 1901. Decided February 28, 1902.

First.—The rule expressed by the fourth section that distance shall ordinarily limit the adjustment of rates is not rendered inoperative by the existence at one point of converging lines subject to the act, for the law applies to each of these lines, and neither can put in rates to that point which are lower than shorter distance charges on its line until upon a showing of special considerations grounded in justice to its patrons and itself, it obtains permission from the regulation authority so to do. This principle applies both to lines between the same points, and to lines reaching the same destination from different points of consignment.

Second.—Competition with carriers not subject to the statute is based upon natural causes and plain conditions, but the legitimate force of competition with carriers subject to the act depends upon compliance with the law by each of the competitors, and the special circumstances and primarily indefinite conditions in each particular case. Georgia Railroad Commissioners against Clyde S. S. Co. 4 Inters. Com. Rep. 120, 51 O. C. Rep. 324, cited and affirmed.

Third.—When rates from any cause are made greater for shorter than for longer distances the difference between such rates must in no instance be unreasonable.

James & Abbott against the Canadian Pacific Railway Company, et al. Complaint filed March 21, 1902. Decided March 11, 1903.

First.—The statute provides that "no complaint shall at any time be dismissed because of the absence of direct damage to the complainant," and defendants are therefore not entitled to a dismissal of the complaint on the ground that the petitioners, being merely commission merchants, can sustain no direct or material damage under the rates in question.

Second.—When water competition is alleged to justify rates in any case under the statute the carrier must affirmatively show by proof which does more than create a presumption and which clearly establishes that such competition is a controlling factor in the transportation of traffic important in amount from the point in question.

Third.—Manufacturing industries should not be deprived, through a carrier's adjustment of relative rates, of advantages resulting from their favorable location in respect of cost of raw material supplied from a common source, or of distance to the common market for the finished product.

Fourth.—A departure from equal mileage rates on different branches or divisions of a road is not conclusive that the rates are unlawful, but the burden is on the company making such departure to show its rates to be reasonable when disputed. *Citing Logan vs. Chicago & Northwestern Railroad Company*, 2 Inters. Com. Rep. 431; 21 O. C. Rep. 604.

Fifth.—When the reasonableness or relative reasonableness of charges is challenged, every material consideration which enters into the making of such charges, including the apportionment thereof to connecting roads in a through line, is pertinent to the inquiry.

Sixth.—"The drive" of shingle logs down rivers which flow past the place of cut in Maine to a seaport in Canada where shingle mills are located, and from which the product may go by sea to market ports, affects shingle traffic from competing mills located along these rivers at a place in Canada and a place in Maine, but operates with less force at the latter point. The rail rate from the Canadian mill to market being fixed with especial reference to the effect of the log drive to and water competition for shingle traffic from the seaport, the rate from the Maine mill should be made upon the same basis.

Seventh.—Defendants ordered to restore the relation of rates on shingles to Boston which they established after the filing of complaint herein but soon after discontinued, to-wit: a rate from Fort Fairfield in Maine of not exceeding 6½ cents above the rate in force from Fredericton in Canada. Complainant's claim for reparation denied.

Charles H. Brownell against Columbus & Cincinnati Midland Railroad Company. Complaint filed March 29, 1896. Decided April 1, 1899.

First.—Unreasonable or unjust classification of a commodity is not shown by evidence of lower classification for articles widely dissimilar in the elements of risk, weight, bulk, value or general character. The proper method of comparison is the classification accorded by the carriers to analogous articles.

Second.—When an article moves in sufficient volume and the demands of commerce will be better served, it is reasonable to give a lower classification for carloads than that which is applied to less than carload quantities, but the difference in such classification should not be so wide as to be destructive to competition between large and small dealers. *Thurber vs. New York Cent. & H. R. R. Co.*, 2 Inters. Com. Rep. 742; 31 O. C. Rep. 473, cited and reaffirmed. The justice of a claim for a lower rating on carload lots can only be determined upon the facts in each case.

Third.—When on complaint of a carload shipper unjust discrimination is alleged to result from equal rates on carload and less than carload quantities of the same commodity, the burden of proof is upon the complainant.

Fourth.—Upon complainant alleging unjust discrimination against carload shippers of eggs in favor of shippers in less than carloads, it appeared that under the "official classification" eggs take second class rates for carload or less quantities; that the commodity is carried in refrigerator cars; that for carload shipments ice to the amount of 8,000 pounds is furnished by the carrier without extra charge; that less than carload shipments are taken from local stations in "pick up" cars to distributing points and forwarded in carloads to New York and other large markets; that notwithstanding the special facilities afforded to small shipments by the carriers, the large dealers control 83 per cent of the traffic. *Held*, upon all the facts in the case, that no unjust discrimination results to the carload shipper from the

equal rating of carload and less than carload lots and the special service rendered in gathering and forwarding small shipments, and the complaint should therefore be dismissed.

Fifth.—Power of concentrated business interests to force concessions in transportation rates which operate to the disadvantage of the general public discussed.

The Tecumseh Celery Company vs. The Cincinnati, Jackson & Mackinaw Railway Company and the Wabash Railroad Company.
Complaint filed February 1, 1905. Decided June 15, 1905.

First.—When a carrier fails to answer a complaint filed under section 13 of the act to regulate commerce, the Commission will take such proof of the facts as may be deemed proper and reasonable, and make such order thereon as the circumstances of the case appear to require.

Second.—For that portion of its line over which the Western Classification is in force, the Wabash road should class celery with cauliflower, asparagus, lettuce, green peas, string beans, oyster plant, egg plant and other vegetables enumerated in Class C of that classification, rather than with berries, peaches, grapes and other fruits specified in Class III thereof, and the defendant should transport celery from Tecumseh to Kansas City at no higher rate per carload than they charge for carrying a carload quantity of any of said other vegetables named in Class C aforesaid; and mixed carloads of celery and cauliflower, or other vegetables specified in said Class C of the Western Classification, should be transported by the defendants from Tecumseh to Kansas City at no higher rate per carload than they charge for carrying a carload quantity of either of said vegetable articles embraced in that class.

DIGEST OF JUDICIAL DECISIONS.

DIGEST OF JUDICIAL DECISIONS.

DECISIONS OF THE SUPREME COURT OF IOWA RELATING TO RAILWAYS DURING THE YEAR.

EJECTMENT OF PASSENGERS FROM TRAIN.

Plaintiff and her mother testified that the conductor, after demanding fare, which was refused, stopped the train and stood aside for plaintiff to alight, which she did not attempt to do; took hold of her arm and said "Come, come, Miss C., don't be obstinate and delay the train," and then lifted her down from the train. The conductor testified that he merely requested them politely to get off, which they did, and he assisted them in so doing. *Held*, that the evidence was sufficient to sustain a finding that the removal was by force, and that mental suffering caused by the humiliation is a proper element of compensatory damages. *Curtis vs. Sioux City & H. P. Railway Company*, 54 N. W. Rep., 339.

EMINENT DOMAIN--ASSESSMENT OF DAMAGES.

In an application to sheriff by the owner of land which has been taken by a railroad company, asking that a jury be empaneled to assess his damages, need not allege that the owner of the land refused to grant the right of way. In such a proceeding the evidence showed that plaintiffs and others had done business as T. C. Hartley & Brothers Farming and Trading Company; that the land in question had been owned by T. C. Hartley Bros.; that one of the other co-partners who conveyed his interest in the land to Hartley Bros., who were shown to be the plaintiffs; that the interest of all the other co-partners, except one, had been conveyed to the plaintiffs; that the co-partner who did not convey had withdrawn his interest in the firm and had no interest in the land. *Held*, that the evidence sufficiently showed title in the plaintiff for the purpose of the proceeding. Also, that where such railroad company obtained contract for the conveyance of the right of way along a certain line through a farm, and before the road was built, the company's property was transferred by foreclosure proceedings to another company, which built its road through the farm, but for most of the way on a different line; that the railroad company was liable to the land owner for the damages for the land taken. *Hartley et al. vs. Keokuk & Northwestern Railway*, 52 N. W. Rep., 332.

Damages to land resulting from overflows caused by the negligent construction of a railway culvert, cannot be deemed to have been considered and settled for when the right of way through the land was acquired. Where the complaint in an action for such damages seeks to recover only for injuries inflicted for two years before the bringing of the suit, the action is not barred merely because more than six years have passed since the land was first overflowed. Where in such case the natural result would be deposits of earth, clay, etc., on the land, evidence of such deposit was properly admitted, though they were not specially pleaded. *Hunt vs. Iowa Central Railway Company*, 52 N. W. Rep., 668.

MUNICIPAL ORDINANCE—SPEED OF TRAINS.

Although a town is almost wholly east of a railroad right of way, none of the streets crossing it, the land west of the right of way being used for agricultural purposes, and the evidence tends to show that the right of way is fenced on each side, an ordinance requiring the railroad to operate its passenger trains at a crossing three-fourths of a mile from the depot, at a rate of speed not exceeding ten miles an hour, cannot be held unreasonable, where it is not shown how far the right of way is fenced from such a crossing toward the depot, nor how much travel there is across the right of way. *Larkin vs. Burlington, Cedar Rapids & Northern Railway Company*, 52 N. W. Rep. 489.

PERSONAL INJURY.

In an action against a railway company for the death of a section hand it appeared that the deceased who was at work on defendant's track stepped aside to allow the train to pass and stood a few feet from the track, leaning on a crowbar and was killed while in that position. None of the witnesses who saw him fall saw anything strike him or his crowbar. Plaintiff's theory was that the door of a stone car defectively fastened swung open and struck the bar in deceased's hand, but the car door was shown to have been fastened at the last stop the train made before the accident and the first stop after it. The train was running at twenty-five to thirty miles an hour. That portion of the car door alleged to have struck plaintiff was broken, but there was no mark on the crowbar when found after the accident. Held, that the evidence did not sustain plaintiff's theory, since to establish a fact by circumstantial evidence, not only must the circumstances be consistent with such facts, but they must also preclude any other rational conclusion. Also that the jury could consider on the question of damages the expectancy of life of the deceased, nature of his calling, the wages he was receiving and his physical conditions and habits of industry as ground of estimating the probable pecuniary benefit to the estate of deceased had his life continued. *Whelan vs. Chicago, Milwaukee & St. Paul Railway Company*, 52 N. W. Rep. 119.

Plaintiff's intestate was employed as a brakeman on one of the defendant's trains in which were coal cars having end gates secured by hinges which permitted them to be laid inward on the floor of the car. Being required to set the brakes deceased attempted to pass over one of these end gates which was covered with snow and ice and which inclined at an angle of 30 or 35 degrees, because of cold, snow and ice under it, and in so attempting slipped, fell under the cars and was killed. Held, that the court properly refused to charge that defendant would not be liable for the accident if the end gate was not defective and could have been raised and fastened. Also, that it was error to charge that defendant was liable if the engineer failed to see his signal to stop the train, given immediately after deceased fell, if by the use of ordinary care he should and could have seen it where the petition did not allege negligence on the part of the engineer in not seeing the signal but in refusing to stop after he fell. Also, that the engineer was not guilty of negligence in failing to attempt to stop the train when he knew the brakes had been applied where it appeared that the train was about to pass through the station, and that it was customary for coal trains to stop between the whistling post and station by means of the brakes. *McDermott vs. Iowa Falls & Sioux City Railroad Company*, 52 N. W. Rep. 131.

Where in an action to recover damages for personal injuries received at a railroad crossing, it appears that plaintiff was injured while traveling in a hired conveyance in a strange neighborhood in charge of a driver over whom he assumed no control, the route being left entirely to the determination of the liverman and his driver, it is not error to instruct the jury that, if the driver was guilty of negligence which contributed to the injury, such negligence would prevent a recovery by the plaintiff only in case the driver was under the control of plaintiff, or in case he had the right to control and direct him. *Larkin vs. Burlington, Cedar Rapids & Northern Railway Company*, 52 N. W. Rep. 186.

Plaintiff, a boy thirteen years old, and of ordinary intelligence, while playing on defendant's turn table, which he and other boys had put in motion, allowed his feet to project over the end, and they were crushed between it and an embankment on which the tracks were laid to the turn table. Plaintiff testified that he knew it was dangerous to let his feet project over as he did, that if he had thought of the danger he could have avoided it; but that he was having fun, and did not think of it. Held, that plaintiff was guilty of contributory negligence and could not recover. *Merriman vs. Chicago, Rock Island & Pacific Railway Company*, 52 N. W. Rep. 545.

Where a person is struck at a railway crossing in a city by a train which, had she stopped at a point 35 feet from the crossing, and looked for trains, she must have seen approaching, she is guilty of such contributory negligence as bars a recovery for injuries there received, though the train was running faster than permitted by ordinance, and the company had no signal stationed at the crossing, as required by law. *Bula vs. Chicago, Rock Island & Pacific Railway Company*, 52 N. W. Rep. 551.

Plaintiff was lawfully on defendant's depot grounds unloading corn into a crib which was near two highway crossings, when defendant's engine passed without a signal and frightened plaintiff's team, causing them to run away and injure plaintiff. Held, under acts and Twenty-first General Assembly, chapter 204, providing that no railroad engine shall approach a highway crossing without giving a signal and making the engine to give such signal a misdemeanor, that defendant was liable, though plaintiff was not attempting to use such a crossing. *Lorenson vs. Illinois Central Railroad Company*, 53 N. W. Rep. 356.

In an action by a person, acting as brakeman, for personal injuries received while endeavoring to catch a fast moving freight train, plaintiff cannot be charged with contributory negligence where he acted under the orders of the conductor, and in an emergency. *For vs. Chicago, St. Paul & Kansas City Railway Company*, 53 N. W. Rep. 359.

In an action to recover for the negligent killing of a boy, such damages as his estate may have sustained, an instruction calling attention to his expectancy of life, character, intelligence and business experience, and telling the jury to make the best possible estimate therefrom on the loss, is not, considering the youth of the deceased and the meagreness of the data from which his future might have been estimated, unobjectionable. Inadequateness of the data for to point a specific method of calculating the probable amount of his accumulation of definite as practicable. *Andrews vs. Chicago, Milwaukee & St. Paul Railway Company*, 53 N. W. Rep. 390.

In an action against a railway company for causing the death of plaintiff's intestate it appeared that the engineer carelessly and in violation of the rules of the company, ran the engine over a junction of the main track and a switch at a high rate of speed, and derailed the engine and freight cars, that deceased was head brakeman and was riding in the cab in charge that if deceased was negligent in not leaving the cab and applying the brakes, and the engineer could, by ordinary care, have averted the accident, but failing to do so, then the negligence of deceased would not defeat a recovery, since the evidence showed that when the engine saw that deceased was not setting brakes, he might have averted the accident by using the proper appliances to reduce the speed. *Omerns vs. Burlington, Cedar Rapids & Northern Railway Company*, 53 N. W. Rep. 1002.

Plaintiff's intestate was killed while coupling two engine tanks. There being no bumpers on the tanks he had to go under them to make the coupling. While under the tank the engine attached to one tank was moved, and this caused his death. Held, that the questions of the engineer's negligence, and of the deceased's contributory negligence, were for the jury. *Buller vs. Chicago, Burlington & Quincy Railroad Company*, 54 N. W. Rep. 236.

In an action against a railroad company for personal injuries, the evidence showed that plaintiff went upon the train to accompany his wife and child; that when the conductor called "all aboard" he started to leave the train, but found the door of the vestibule locked; but afterwards told to him "you get off," and opened the door, which he shut again as soon as plaintiff had passed through it to the platform steps. Plaintiff jumped from the train and was injured, the train then being in rapid motion. Held, that the evidence justified a verdict for plaintiff. Also held, in such a case that the section of the Code which makes it a misdemeanor to get off a moving train "without the consent of the person having the same in charge" does not apply where there is evidence that the person leaving the train acted with the consent of the brakeman. *Galloway vs. Chicago, Rock Island & Pacific Railway Company*, 54 N. W. Rep. 447.

In an action against a railroad company by an employee it appeared that plaintiff was working at night as a "car catcher" in defendant's yards. That he was walking outside the tracks, which were ballasted to the top of the ties with cinders, toward a stationary car, to couple it to some slowly moving cars coming from behind him. That about twenty-five feet from the stationary car he stepped between the rails and his foot was caught between the guard and main rails and cut off. There was evidence from which the jury could have found that the accident was caused by the blocking between the rails being defective. Held, that the question of contributory negligence was for the jury. And in such a case where the

plaintiff was twenty years old at the time of the injury and earning \$60 a month and was not injured beyond the loss of a foot, the verdict of \$12,000.00 was excessive. *Kroener vs. C. M. & St. P. Ry. Co.*, 55 N. W. Rep., 38.

In a case where plaintiff was injured by the sudden starting of a train when he was leaving the car, throwing plaintiff to the ground with great force and causing him to strike upon his head and shoulders, it was held that it was not negligent for a passenger to leave a railroad car at the rear platform and that where the rear platform of a car is not at a safe place for passengers to alight, failure on the part of the carrier to warn passengers of that fact is negligence, though it was safe to alight at the front platform. *McDonald vs. Ill. Cent. R. R. Co.*, 55 N. W. Rep., 102.

The plaintiff who was a conductor on defendant's freight train was ordered by the trainmaster to hurry and loose some brakes, and ran to overtake the cars, which were moving at six miles per hour. He climbed up the side of the car and was struck by an awning of a hotel owned by defendant. The only way in which the brakes could be loosened was as attempted by plaintiff and in his haste he did not see the awning. Held, that though plaintiff knew of its existence and that it was dangerous, his negligence was a question for the jury. *Harker vs. B., C. R. & N. Ry. Co.*, 55 N. W. Rep., 317.

RAILROAD CROSSINGS.

Code section 1290 provides that a railroad corporation whose road intersects or crosses any other line of railway of the same gauge "shall" connect its road with such other railway so intersected. Act 1878, section 3, provides that the railroad commissioners shall have general supervision of all railroads in the State, and inquire into any neglect or violation of the laws of the State. Acts Twentieth General Assembly, chapter 34, section 1, provides that corporations having intersecting roads "shall," whenever ordered by the railroad commissioners, "unite and connect their tracks." Held, that the commissioners should order the connection of such tracks only when they deem it best, and need not do so regardless of its advisability. *Smith, et al. Railroad Commissioners vs. Chicago, Milwaukee & St. Paul Railway Company*, 55 N. W. Rep., 128.

RAILROAD STATIONS.

Where a railroad company, after maintaining a station for several years at a point intermediate to other points, where the line crossed other roads, abandoned such station and established two others at points equidistant from the two junctions, in order to increase its traffic and provide greater facilities for the inhabitants of the territory lying between the junctions, held, that a petition by the inhabitants of the station abandoned, to compel its re-establishment, based on an order of the Railroad Commissioners commanding defendant to re-establish such station, was properly dismissed, because petitioners were not thereby deprived of reasonable facilities to transact business with defendant; and unless it should be shown that such is the case the Railroad Commissioners would have no authority to make such an order. *State vs. Des Moines & Kansas City Railway Company*, 54 N. W. Rep., 461.

STATE AND INTER-STATE COMMERCE.

The continuous transportation of freight from a point within the State to another point within the State, over a line of railway, partly within the State and partly within another State, is not inter-State commerce. *Campbell et al. vs. Chicago, Milwaukee & St. Paul Railway Company*, 55 N. W. Rep., 351.

SURFACE WATER.

In an action against a railroad company for damages caused by an overflow, where it appeared that an embankment constructed as a road-bed through plaintiff's land by defendant's predecessor in title prevented the surface water from passing off, and that plaintiff's land would have been relieved from the overflow if a ditch was constructed along the embankment for the purpose of carrying off the water had been kept open, a verdict for plaintiff was justified. *Willits vs. Chicago, Burlington & Kansas City Railway Company*, 55 N. W. Rep., 315.

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TWENTY-SECOND ANNUAL REPORT

OF THE

ASSESSED VALUATION

OF

RAILROAD PROPERTY

IN THE

STATE OF IOWA,

AS FIXED BY THE

EXECUTIVE COUNCIL OF THE STATE

MARCH 6, 1893.

UNDER PROVISIONS OF CHAPTER 5, TITLE 10, OF THE CODE, AND CHAPTER
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